

# **Kathmandu Valley Wastewater Management Project**

**ADB Loan No. 3000-NEP (SF)**

**Construction of Remaining Works of Wastewater  
Treatment Plants at Sallaghari, Kodku & Dhobighat**

**Contract No.: KUKL/WW/TP/R-02**

Issued on:

Invitation for Bids No.:

ICB No.:

Employer: Project Implementation Directorate,  
Kathmandu Upatyaka Khanepani Limited

Country: Nepal

**VOLUME I : BIDDING DOCUMENT**

Single-Stage: Two-Envelope Bidding Procedure

July 2023

**VOLUME I BIDDING DOCUMENT**

**SECTION 1: INTRODUCTION TO BIDDERS (ITB)**

# Section 1 - Instructions to Bidders

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# Section 1 - Instructions to Bidders

## A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in Section 2 (Bid Data Sheet (BDS)), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Plant, Materials and services as specified in Section 6 (Employer's Requirements). The name, identification, and number of lot/s (contract/s) of the Open Competitive Bidding (OCB) are provided in the BDS.
  - 1.2 Unless otherwise stated, throughout this Bidding Document words and expressions using initial capital letters shall be defined and interpreted as prescribed in:
    - (a) Section 7 (General Conditions of Contract - GCC) and Section 8 (Particular Conditions of Contract - PCC),
    - (b) ITB 1.1 above and ITB 1.3 below, or
    - (c) Specifically in the document where they are used, as the case may be (such as, for the purpose of illustration only but not limited to, under ITB 2.1 below)
  - 1.3 The following words and expressions shall have the meaning stated:
    - (a) "Bidder" means a bidder, who acquires the Bidding Document from the source stated in the IFB,
    - (b) "Addendum" or "Addenda" means any addendum or addenda to the Bidding Document which the Employer may issue from time to time.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "Funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the Funds to eligible payments under the Contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the Funds.

### 3. Fraud and Corruption

3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, suppliers, and Subcontractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "abuse" means theft, waste or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
  - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB's contractual rights of audit or inspection or access to information; and
  - (viii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a Contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and

- Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in the Bidding Document and in the Contract financed by ADB, requiring Bidders, suppliers and Subcontractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the Bid submission and Contract performance and to have them audited by auditors appointed by ADB, as laid down under PCC Sub-Clauses 1.16 and 6.22.
- 3.2 All Bidders, consultants, contractors, suppliers, and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
  - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
  - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
  - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's ICT resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
  - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
  - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its Subcontractors and other third parties engaged or involved in ADB-related activities, such sub-consultants, sub-contractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

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<sup>1</sup> Whether as a Contractor, Subcontractor, consultant, manufacturer or supplier, or service provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- 3.5 Furthermore, Bidders shall be aware of the provisions stated in the PCC Sub-Clause 1.16, as well as in PCC Sub-Clause 15.8 regarding Employer's Contract termination in such cases as listed under ITB 3.1(a) above.

#### 4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture, the Bidder should note that, in accordance with GCC Sub-Clause 1.15:
- (a) (all partners shall be jointly and severally liable, and
  - (b) the joint venture shall nominate a leader who shall have the authority to bind the Bidder and then the Contractor, and conduct all business for and on behalf of any and all the partners of the joint venture during the bidding process and, in the event the joint venture is awarded the Contract, during Contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or
  - (c) they have the same legal representative for purposes of this Bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one Bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
  - (f) a Bidder, joint venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the Employer's Requirements for the Plant, Materials and services that are the subject of the Bid; or
  - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Employer's Representative for the Contract; or
  - (h) a Bidder would be providing Goods, Works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB

2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A Bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer.
- 4.6 A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Plant, Materials and services**
- 5.1 The Plant, Materials and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 and all expenditures under the Contract will be limited to such Plant, Materials and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the Plant, Materials or component parts thereof are mined, grown, produced, or manufactured, and from where the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## B. Contents of Bidding Document

### 6. Sections of Bidding Document

- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB 8.

#### PART I Bidding Procedures

- Section 1 - Instructions to Bidders (ITB)
- Section 2 - Bid Data Sheet (BDS)
- Section 3 - Evaluation and Qualification Criteria (EQC)
- Section 4 - Bidding Forms (BDF)
- Section 5 - Eligible Countries (ELC)

#### PART II Requirements

- Section 6 - Employer's Requirements (ERQ)

#### PART III Conditions of Contract and Contract Forms

- Section 7 - General Conditions of Contract (GCC)
- Section 8 - Particular Conditions of Contract (PCC)
- Section 9 - Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document or any of its Addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

### 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS, or raise inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The Bidder is advised to visit and examine the Site, where the Permanent Works will be executed, and its surroundings and obtain for itself on its own responsibility all data and information that may be necessary for preparing the Bid and entering into a contract for the provision of Plant, Materials and services. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit and inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-Bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the pre-Bid meeting.
- 7.6 Minutes of the pre-Bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of Addendum or Addenda pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.
- 7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing an Addendum or several Addenda.
- 8.2 Any Addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 24.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Technical Bid;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.2;
  - (d) documentary evidence, in accordance with ITB 14, establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is

accepted;

- (e) documentary evidence, in accordance with ITB 15, that the Plant, Materials and services offered by the Bidder in its Bid are eligible;
- (f) documentary evidence, in accordance with ITB 16, that the Plant, Materials and services offered by the Bidder conform to the Bidding Document;
- (g) Technical Proposal in accordance with ITB 17, together with the Schedule of Performance Guarantees and the list of Subcontractors, in accordance with ITB 17.2
- (h) in the case of a bid submitted by a joint venture, the Bid shall include a copy of the joint venture agreement entered into by all partners. Alternatively, a letter of intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement;
- (i) any other document required in the BDS.

11.3 The Price Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Bid;
- (b) completed Schedules as required, including Price Schedules, in accordance with ITB 12 and ITB 18; and
- (c) any other document required in the BDS.

**12. Letter of Bid and Schedules**

12.1 The Letter of Bid and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, and as required in the BDS.

**13. Alternative Bids**

13.1 Alternative Bids are not allowed.

13.2 For the avoidance of doubt, and with reference to ITB 33.2, Bidders' design solutions which deviate from any base design solution provided in the Bidding Document, but which:

- (a) comply with the quality and performance of Plant, Materials and services specified in the Employer's Requirements, and
- (b) do not change the Employer's rights and Contractor's obligations under the proposed Contract,

are not considered as Alternative Bids and are then allowed.

**14. Documents Establishing the Eligibility and Qualifications of the Bidder**

14.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

14.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 41.

- 15. Documents Establishing the Eligibility of Plant, Materials and services**
- 15.1 To establish the eligibility of the Plant, Materials and services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule forms, included in Section 4 (Bidding Forms).
- 16. Documents Establishing Conformity of the Plant, Materials and services**
- 16.1 The documentary evidence of the conformity of the Plant, Materials and services to the Bidding Document may be in the form of literature, drawings, data, or any other medium and shall furnish:
- (a) a detailed description of the essential technical and performance characteristics of the Plant, Materials and services, including the performance guarantees of the proposed Plant, Materials and services, in response to the Employer's Requirements;
  - (b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing operation of the Works for the period named in the BDS, following Contract Completion Date; and
  - (c) a commentary on the Employer's Requirements and adequate evidence demonstrating the substantial responsiveness of the Plant, Materials and services to those Employer's Requirements. Bidders shall note that standards for workmanship, Materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its Bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.
- 17. Technical Proposal, Subcontractors**
- 17.1 The Bidder shall furnish a Technical Proposal including method statements for the Design-Build Period, Operation and Maintenance Plan, work methods, Contractor's Equipment, Contractor's Personnel, Schedules and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' Technical Proposal to meet the Contract requirements, including the Time for Completion of Design-Build.
- 17.2 For major items of Plant, Materials and services as listed by the Employer in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including suppliers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Bidders are free to list more than one Subcontractor against each item of the Plant, Materials and services. Quoted Rates and Prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the Rates and Prices will be permitted in case of a change of a Subcontractor.
- 17.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any Plant, Materials or services to be provided by the Subcontractor comply with the requirements of ITB 5.

## 18. Bid Prices and Discounts

18.1 Unless otherwise specified in the BDS and/or Section 6 (Employer's Requirements), Bidders shall quote for the entire Plant, Materials and services on a "single responsibility" basis such that the total Bid amount covers, in accordance with GCC Sub-Clause 4.11 [*Sufficiency of the Accepted Contract Amount*], all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, completion and operation of the Works under the Contract. Items against which no rate or price is entered by the Bidder will not be additionally paid for by the Employer when executed and shall be deemed to be covered by the Rates and Prices for other items.

18.2 Bidders are required to quote the price for all obligations outlined in the Bidding Document.

18.3 Bidders shall give a breakdown of the Rates and Prices in the manner and detail called for in the Price Schedules included in Section 4 (Bidding Forms). Where no different Price Schedules are included in the Bidding Document, Bidders shall present their Rates and Prices in the following manner: separately numbered Schedules included in Section 4 (Bidding Forms) shall be used for each of elements listed below. The total amount from each Schedule (Nos. 1 to 7) shall be summarized in a Grand Summary (Schedule No. 8) giving the total Bid amount to be entered in the Letter of Bid. Absence of the total Bid amount in the Letter of Bid may result in the rejection of the Bid.

Schedule No. 1: Plant and mandatory spare parts supplied from abroad

Schedule No. 2: Plant and mandatory spare parts supplied from within the Employer's country

Schedule No. 3: Design services

Schedule No. 4: Installation and other services during the Design Build Period

Schedule No. 5: Operation Service

Schedule No. 6: Other services during the Operation Service Period

Schedule No. 7: Asset Replacement Fund

Schedule No. 8 Grand Summary (Schedule Nos. 1 to 7)

Bidders shall note that the Plant and mandatory spare parts included in Schedule Nos. 1 and 2 above exclude Materials used for civil, building, and other construction works. All such Materials shall be included and priced under Schedule No. 4 (Installation and other services during the Design-Build Period).

18.4 In the Schedules, Bidders shall give the required details and a breakdown of their Rates and Prices as follows:

(a) Plant to be supplied from abroad (Price Schedule No. 1):

(i) the price of the Plant shall be quoted carriage and insurance paid (CIP)-named place of destination basis specified in the BDS;

(ii) all customs duties and other taxes paid or payable in the Employer's country on the Plant, at the Base Date, i.e. 28 days prior to the deadline for submission of Bids, if the Contract is awarded to the Bidder; and

(iii) the total price for the Plant.

- (b) Plant supplied from within the Employer's country (Price Schedule No. 2):
    - (iv) the price of the Plant shall be quoted on an EXW Incoterm basis (ex works, ex factory, ex warehouse, ex showroom, as applicable), including all customs duties and sales and other taxes already paid or payable at the Base Date on the components and raw material used in the manufacture or assembly of Plant quoted ex works or ex factory, or on the previously imported Plant of foreign origin quoted ex warehouse, ex showroom;
    - (v) sales tax and other taxes payable in the Employer's country on the Plant at the Base Date if the contract is awarded to the Bidder, and
    - (vi) the total price for the Plant.
  - (c) Design services (Price Schedule No. 3). Rates and Prices shall include all taxes, duties, levies, and charges payable in the Employer's country at the Base Date.
  - (d) Installation and other services during the Design-Build Period (Price Schedule No. 4) shall be quoted separately and shall include Rates and Prices for local transportation, insurance, and other services incidental to delivery of the Plant, all Contractor's Personnel, Contractor's Equipment, Temporary Works, Materials, consumables, and all matters and things of whatsoever nature related to the execution of the Works during the Design-Build Period, as and where identified in the Bidding Document, and as necessary for the proper execution of the installation and other services, including all taxes, duties, levies, and charges payable in the Employer's country at the Base Date.
  - (e) Operation Service (Price Schedule No. 5), other services during the Operation Service Period (Price Schedule No. 6) and Asset Replacement Fund (Price Schedule No. 7). Rates and Prices shall include all taxes, duties, levies, and charges payable in the Employer's country at the Base Date.
- 18.5 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 18.6 Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost elements such as labor, Materials, transport, and Contractor's Equipment, all in accordance with the procedures specified in the corresponding Schedule of cost indexation. A Bid submitted with a fixed price quotation will be treated as non-responsive and be rejected. Bidders are required to indicate the source of labor and Materials indexes in the corresponding form for the Schedule of cost indexation in Section 4 (Bidding Forms). The Employer may require the Bidder to justify its proposed indexes and weightings. Any Bid that omits indexes and weightings shall be subject to clarification with the Bidder.
- 18.7 If so indicated in BDS 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual contracts within the package, and the manner in which the price reductions will apply.

**19. Currencies of Bid and Payment**

- 19.1 The currency(ies) of the Bid shall be as follows:
- (a) The Rates and Prices shall be quoted either in the currency of the Bidder's home country, or in any fully convertible currency(ies).
  - (b) A Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the Schedule of Prices and the Letter of Bid.
  - (c) If some of the Contract expenditures are to be incurred in the Employer's country, such expenditures shall be quoted in either Foreign and/or Local Currency, depending upon the currency in which the costs are to be incurred.
  - (d) Bidders may be required by the Employer to clarify and justify their Local and Foreign Currency requirements, and to substantiate that the amounts included in the Price Schedules are reasonable and responsive to ITB 18.1 in which case a detailed breakdown of its Foreign Currency requirements shall be provided by the Bidder
  - (e) During the performance of the Contract, the Foreign Currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor to reflect any changes in Foreign Currency requirements for the Contract. Any such adjustment shall be effected by comparing the amounts quoted in the Bid with the amounts already used under the Contract and the Contractor's future needs for imported items.

**20. Period of Validity of Bids**

- 20.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date prescribed by the Employer. A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended Bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**21. Bid Security/ Bid Securing Declaration**

- 21.1 The Bidder shall furnish as part of its Bid, in original form, either a bid-securing declaration (a "Bid-Securing Declaration") or a bid security (a "Bid Security") as specified in the BDS. In the case of a Bid Security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 21.3 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check, or
  - (d) swift message in the form of MT760,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the Bid Security shall be submitted using either the Bid Security Form included in Section 4

(Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The Bid Security shall be valid for 28 days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

- 21.4 Subject to the succeeding sentences, any Bid not accompanied by a substantially compliant Bid Security or Bid-Securing Declaration, as required in accordance with ITB 21.1, shall be rejected by the Employer as nonresponsive. If a Bidder submits a Bid Security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the joint venture or, where the joint venture has not yet been constituted, the names of all future joint venture partners), the Employer shall request the Bidder to submit a compliant Bid Security within the number of days, as specified in the BDS, of receiving such a request. Failure to provide a compliant Bid Security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the unsuccessful Bidder shall be returned promptly upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 47.
- 21.6 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned promptly once the successful bidder has signed the Contract, and furnished the required Performance Security and the Parent Company Guarantee pursuant to ITB 47.
- 21.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 26.3 a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 20.2 or
  - (b) the successful Bidder fails to:
    - (i) sign the Contract Agreement in accordance with ITB 46;
    - (ii) furnish a Performance Security and a parent company guarantee in accordance with ITB 47; or
    - (iii) accept the arithmetical corrections of its Bid in accordance with ITB 38.
- 21.8 If the Bid Security is required as per ITB 21.1, the Bid Security of a joint venture shall be in the name of the joint venture that submits the Bid. If the joint venture has not been legally constituted at the time of bidding, the Bid Security shall be in the name of any or all of the joint venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a joint venture shall be in the name of the joint venture that submits the Bid. If the joint venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

**22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid. If either the Letter of Bid or the Bid-Securing Declaration (if applicable) are not signed, the Bid shall be rejected.
- 22.3 A Bid submitted by a joint venture shall be signed so as to be legally binding on all partners.
- 22.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids**

**23. Submission, Sealing, and Marking of Bids**

- 23.1 Bidders may submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder,
  - (b) be addressed to the Employer in accordance with ITB 24.1, and
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1.
- 23.3 The outer envelopes, and the inner envelopes containing the Technical Bid, shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 36.1.
- 23.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (g) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and
- (h) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 27. Opening of Technical Bids**
- 27.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required, if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 27.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitution Technical Bid and/or substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and

recorded at bid opening.

27.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both original as well as modification, are to be opened, read out, and recorded at the opening. Price Bids, both original as well as modification, will remain unopened in accordance with ITB 27.1.

27.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a Bid Security or a Bid-Securing Declaration, as required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids read out and recorded at Bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late Bids, in accordance with ITB 25.1.

27.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of a Bid Security or a Bid-Securing Declaration, as required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

### **28. Confidentiality**

- 28.1 Information relating to the evaluation of Bids and recommendation of Contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.
- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

### **29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 38.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set by

the Employer, acting reasonably, in the Employer's request for clarification, its Bid may be rejected.

**30. Examination of Technical Bids**

- 30.1 As a first step in the Technical Bids evaluation process, the Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the Bid may be rejected.
- 30.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) written confirmation of authorization to commit the Bidder;
  - (b) Bid Security or Bid-Securing Declaration, as required; and
  - (c) Technical Proposal in accordance with ITB 17.

**31. Eligibility and Qualification of the Bidder**

- 31.1 As a second step in the Technical Bids evaluation process, the Employer shall determine to its satisfaction whether a Bidder meets the eligibility and qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 14. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors (other than Specialist Subcontractors if permitted in the Bidding Document), or any other firm(s) different from the Bidder.
- 31.3 An affirmative determination shall be a prerequisite for proceeding with the next step of the evaluation process under ITB 33. The Employer reserves the right to reject the Bid of any Bidder found to be in circumstances described in GCC Sub-Clause 15.2(f). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 31.4 The capabilities of the Subcontractors and suppliers proposed in its Bid, and to be included in its Technical Bid, for the major items of Plant, Materials and services to be used by the Bidder will also be evaluated for acceptability in accordance with Section 3 (Evaluation and Qualification Criteria). Their participation should be confirmed with a letter of intent between the parties, as needed. Should a subcontractor or supplier be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to propose, without changing its Bid amount, an acceptable substitute Subcontractor or supplier meeting the minimum criteria stated in Section 3 (Evaluation and Qualification Criteria). If a Bidder does not provide an acceptable substitute Subcontractor or supplier by the date and time (which shall be reasonable) set in the Employer's request for substitution of Subcontractor or supplier, its Bid may be rejected.

**32. Deviations, Reservations, and Omissions**

- 32.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**33. Responsiveness of Technical Bid**

- 33.1 As a third step in the Technical Bids evaluation process, the Employer's determination of a bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 33.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material Deviation, Reservation, or Omission. A material Deviation, Reservation, or Omission is one that,
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Plant, Materials and services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

For the avoidance of doubt, Bidders are free to propose any design solution which deviates from any base design solution provided in the Bidding Document, and this will be considered substantially responsive as long as it does not affect the quality or performance of Plant, Materials and services specified in the Employer's Requirements and does not change the Employer's rights and Contractor's obligations under the proposed Contract.

- 33.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17, Technical Proposal, in particular to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material Deviation, Reservation, or Omission.
- 33.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.

**34. Nonmaterial Deviation, Reservation or Omission**

- 34.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material Deviation, Reservation, or Omission.
- 34.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial Deviation, Reservation, or Omission in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 34.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial Deviation, Reservation, or Omission related to the Bid amount. To this effect, the Bid amount shall be adjusted, for comparison purposes only, to reflect the rate or price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 35. Detailed Evaluation of Technical Bids**
- 35.1 As a fourth step in the Technical Bids evaluation process, the Employer will carry out a detailed technical evaluation of the Bids not previously rejected as being substantially nonresponsive, to determine whether the technical aspects are in compliance with the Bidding Document. To reach such a determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:
- (a) overall completeness and compliance with the Employer's Requirements; Deviations from the Employer's Requirements; conformity of the Plant, Materials and services offered with specified performance criteria; suitability of the Plant, Materials and services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet minimum and/or maximum acceptable standards of completeness, consistency, detail and performance guarantees, will be rejected for non-responsiveness; and
  - (b) other relevant factors, if any, listed in Section 3 (Evaluation and Qualification Criteria).
- 36. Opening of Price Bids**
- 36.1 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 36.2 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document, and return their Price Bids unopened.
- 36.3 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 36.4 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid amounts, including any discounts; and
  - (d) any other details as the Employer may consider appropriate.
- Only Price Bids and discounts read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Price Schedules are to be initialed by at least three representatives of the Employer attending bid the

opening. No Bid shall be rejected at the opening of Price Bids.

36.5 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid amount (per lot if applicable), and any discounts. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

### **37. Evaluation of Price Bids**

37.1 The Employer shall use the criteria and methodologies listed in this clause. No other evaluation criteria or methodologies shall be permitted.

37.2 I. To evaluate a Price Bid, the Employer shall consider the following:

- (a) the Bid amount, including Provisional Sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetical errors in accordance with ITB 38.1;
- (c) price adjustment due to discounts offered in accordance with ITB 18.7;
- (d) price adjustment due to quantifiable nonmaterial Deviations, Reservations or Omissions in accordance with ITB 34.3;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 39;
- (f) assessment whether the bid is abnormally low in accordance with ITB 40; and
- (g) the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

II. The Employer's evaluation of a Bid will exclude and not take into account,

- (a) in the case of Plant and mandatory spare parts (Price Schedule No. 1) supplied from abroad, all taxes and duties, applicable in the Employer's country and payable on the Plant and mandatory spare parts if the Contract is awarded to the Bidder; and
- (b) in the case of Plant and mandatory spare parts (Price Schedule No. 2) supplied from within the Employer's country, sales and other taxes, applicable in the Employer's country and payable on the Plant and mandatory spare parts if the Contract is awarded to the Bidder.

37.3 If price adjustment is allowed in accordance with ITB 18.6, the estimated effect of the price adjustment provisions of Schedule of cost indexation, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

37.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

37.5 If the Bid, which results in the lowest Evaluated Bid amount, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those Rates and Prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer

may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. If the Bidder does not increase its Performance Security in accordance with the requirements of the Employer, its Bid may be rejected.

37.6 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid amount, in accordance with ITB 37.2.

**38. Correction of  
Arithmetical  
Errors**

38.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the total price, the amounts given under the column for the price breakdown shall prevail and the total price will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Price Schedules Nos. 1 to 7 and the amount given in Price Schedule No. 8 (Grand Summary), the total of the amounts of Price Schedules Nos. 1 to 7 shall prevail and the Price Schedule No. 8 (Grand Summary) will be corrected accordingly;
- (c) if there is a discrepancy between the grand total amount given in Price Schedule No. 8 (Grand Summary) and the Bid amount in item (b) of the Letter of Bid, the grand total price given in Price Schedule No. 8 (Grand Summary) will prevail and the Bid amount in item (b) of the Letter of Bid will be corrected; and
- (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a), (b), and (c) above.

38.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited or its Bid-Securing Declaration executed, as the case may be.

**39. Conversion to Single Currency**

39.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**40. Abnormally Low Bids**

40.1 An abnormally low Bid is one where the Bid amount, in combination with other elements of the Bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the Contract for the offered Bid amount

40.2 When the offered Bid amount appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the Employer's estimates, other substantially responsive Bids, or recently awarded similar contracts;
- (b) clarify and analyze the Bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the Bid.

40.3 With regard to ITB 40.2 (b) above, the Employer will seek a written explanation from the Bidder of the reasons for the offered Bid amount, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the Bidder for the Works, Goods or services proposed.

40.4 After examining the explanation given and the detailed price analyses presented by the Bidder, the Employer may:

- (a) accept the Bid, if the evidence provided satisfactorily accounts for the low Bid amount and costs, in which case the Bid is not considered abnormally low;
- (b) accept the Bid, but require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss. The amount of the Performance Security shall generally be not more than 20% of the Contract Price; or
- (c) reject the Bid if the evidence provided does not satisfactorily account for the low Bid amount, and make a similar determination for the next ranked bid, if required.

**41. Domestic Preference**

41.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

- 42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 42.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.
- 43. Notice of Intention for Award of Contract**
- 43.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of Contract (before making the actual Contract award) within which any unsuccessful Bidder can challenge the proposed award.

## F. Award of Contract

- 44. Award Criteria**
- 44.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 and ITB 40 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 45. Notification of Award**
- 45.1 Prior to the expiration of the period of Bid validity, and upon expiry of the standstill period specified in ITB 44.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted by sending a Letter of Acceptance as per the form given under Section 9 (Contract Forms) of the Bidding Document. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 45.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of Contract award, requests a debriefing.
- 45.3 Within 2 weeks of the award of Contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the Bid and lot or package numbers, as applicable, and the following information:
- (a) name of each Bidder who submitted a Bid;
  - (b) Bid amounts as read out at Bid opening;
  - (c) name and evaluated amounts of each Bid that was evaluated;
  - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
  - (e) name of the winning Bidder, and the amount it offered, as well as the duration and summary scope of the Contract awarded.

**46. Signing of Contract Agreement**

- 46.1 Promptly after issue of the Letter of Acceptance, the Employer shall send the successful Bidder the Contract Agreement, as per the form given under Section 9 (Contract Forms) of the Bidding Document.
- 46.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 46.3 Failure of the successful Bidder to sign the Contract Agreement in accordance with GCC Sub-Clause 1.6, shall constitute sufficient ground for the annulment of the award, the Contract termination in accordance with PCC Sub-Clause 15.2, and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**47. Performance Security and parent company guarantee**

- 47.1 Within 28 days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall provide the Performance Security in accordance with PCC Sub-Clause 4.2, subject to ITB 37.5 and ITB 40.4(b), and the parent company guarantee in accordance with PCC Sub-Clause 4.2A, using for that purpose the Performance Security form and the parent company guarantee form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the entity issuing the Performance Security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 47.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or parent company guarantee, shall constitute sufficient grounds for the annulment of the award, the Contract termination in accordance with PCC Sub-Clause 15.2, and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**48. Bidding-Related Complaints**

- 48.1 The procedures for dealing with Bidding-related Complaints arising out of this bidding process are specified in the BDS.

**VOLUME I BIDDING DOCUMENT**

**SECTION 2: BID DATA SHEET (BDS)**

## Section 2 - Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).

### A. General

<b>ITB 1.1</b>	<p>The number of the Invitation for Bids (IFB) is: <b>KUKL/WW/TP/R-02</b></p> <p>The Employer is: <b>Project Implementation Directorate, Kathmandu Upatyaka Khanepani Limited (PID/KUKL)</b></p> <p>The name of the International Competitive Bidding (ICB)<sup>1</sup> is: <b>Construction of Remaining works of Wastewater Treatment Plants at Sallaghari, Kodku and Dhobighat</b></p> <p>The identification number of the ICB is <b>KUKL/WW/TP/R-02</b></p> <p>The number and identification of lots (contracts) comprising this ICB is: <b>None</b></p>
<b>ITB 2.1</b>	<p>The Borrower is: <b>Nepal</b></p> <p>The name of the project is: <b>Kathmandu Valley Wastewater Management Project</b></p>
<b>ITB 4.1</b>	<p>Add 4.1 (c) as following:</p> <p>In case of Joint Venture, each partner, whose experience is evaluated for bidder's qualification as per EXP-1 shall fully involve and execute the contract with their physical presence. The absence of commitment of the partner to be fully involved to execute the contract during the entire contract period may lead to rejection of the bid.</p>

### B. Contents of Bidding Documents

<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer's address is:</p> <p>Attention: The Project Director Project Implementation Directorate Kathmandu Upatyaka Khanepani Limited Street address: 1235/59 Tankaprasad Acharya Ghumti Sadak, Anamnagar City: Kathmandu Country: Nepal Telephone: 977 1 5705771 Fax: 977 1 5705057 E-mail address: <a href="mailto:pidmail@kuklpid.org.np">pidmail@kuklpid.org.np</a></p>
<b>ITB 7.4</b>	<p>A pre-Bid meeting will take place as follows: Date: 1 August 2023 Time: 11:00 Hrs NST Place: PID Meeting Hall</p> <p>A site visit will be conducted by the Employer on <b>31 July 2023</b> at 11:00 Hrs (NST)</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is <b>English</b>
<b>ITB 11.2 (i)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ul style="list-style-type: none"> <li>• Firm/Company Registration Certificate including renewal (by all Firms in case of Joint Venture)</li> <li>• In case a Bidder is a Joint Venture, the Bidder shall submit a JV undertaking document, setting out the legal undertaking between the two or more partners as a</li> </ul>

<sup>1</sup> Please read Open Competitive Bidding (OCB) in ITB as International Competitive Bidding (ICB)

	<p>JV. This document shall be signed by all the partners who are members of the JV, and shall be addressed to the Employer and shall include:</p> <ol style="list-style-type: none"> <li>a) each such member's undertaking to be jointly and severally liable to the Employer for the performance of the Contractor's obligations under the Contract;</li> <li>b) identification and authorization of the leader of the JV; and</li> <li>c) identification of the separate scope or part of the Works (if any) to be carried out by each member of the JV.</li> </ol> <p>The national bidder involved if any shall submit VAT registration including tax clearance for the fiscal year 78/79 and renewed license certificate.</p> <p>The Undertaking shall indicate precisely the role of each partner of the JV, indicating as per the form ELI-2 Table B.</p>
<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents: <b>None</b>
<b>ITB 12.1</b>	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 16.1 (b)</b>	The period following Contract Completion Date shall be: <b>Five years Operation and Maintenance period for all three WWTPs and Interceptor</b>
<b>ITB 18.1</b>	The following components or services will be provided under the responsibility of the Employer: <ul style="list-style-type: none"> <li>• <b>Existing Design Documents of WWTPs</b></li> <li>• <b>The constructed facilities as described in Section 6 (Employer's Requirement)</b></li> </ul>
<b>ITB 18.4(a)(i)</b>	The Incoterm for quoting Plant to be supplied from abroad is: <b>CIP Kathmandu</b>
<b>ITB 19.1 (a)</b>	The bidders shall quote their Rates and Prices for Schedule No.1 (Plant and mandatory spare parts supplied from abroad) in foreign currency and the Rates and Prices for other schedules in local currency (NPR).
<b>ITB 20.1</b>	The Bid validity period shall be <b>120 days</b> .
<b>ITB 21.1</b>	The Bidder shall furnish a Bid Security in the form of Bank Guarantee for the amount of <b>USD 1.06 million or equivalent</b> . In case the institution issuing the Bank, Guarantee is located outside Nepal, it shall have a counter guarantee from the commercial bank class "A" located in the territory of Nepal to make it enforceable.
<b>ITB 21.2</b>	<b>Not applicable</b>
<b>ITB 21.4</b>	Period within which the Bidder shall provide a complaint Bid Security: <b>14 days from receipt of the request of the Employer</b>
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is: <ol style="list-style-type: none"> <li>i) <b>One hard copy of Technical proposal and Price schedules and</b></li> <li>ii) <b>One soft copy of the Technical proposal</b></li> </ol>
<b>ITB 22.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of  "An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.2."
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization within <b>14 days</b> from receipt of the request of the Employer

#### **D. Submission and Opening of Bids**

<b>ITB 23.1</b>	Bidders do not have the option of submitting their bids electronically
<b>ITB 23.1 (b)</b>	Electronic bidding submission procedures shall be: Not Applicable.
<b>ITB 24.1</b>	For <b>bid submission purposes</b> only, the Employer's address is Attention: The Project Director

	<p>Project Implementation Directorate Kathmandu Upatyaka Khanepani Limited Street address: 1235/59 Tankaprasad Acharya Ghumti Sadak, Anamnagar Floor/Room number: Ground Floor City: Kathmandu Country: Nepal</p> <p><b>The deadline for bid submission is</b> Date: 30 August 2023 Time: 12:00 Hrs</p>
ITB 27.1	<p>The bid opening of Technical Bids shall take place at: Project Implementation Directorate Kathmandu Upatyaka Khanepani Limited Street address: 1235/59 Tankaprasad Acharya Ghumti Sadak, Anamnagar Floor/Room number: Ground Floor City: Kathmandu Country: Nepal</p> <p>Date: 30 August 2023 Time: Immediately after the bid submission deadline</p>
ITB 27.1	<p>Electronic bid opening procedure shall be as follows: <b>Not Applicable</b></p>

### E. Evaluation and Comparison of Bids

ITB 31.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities <b>shall not</b> be permitted.
ITB 36.4	The Letter of Bid and Price Schedules shall be initialed by <b>3 (three)</b> representatives of the Employer attending the Price Bid opening.
ITB 37	Add the following at the end of subclause:  If the cumulative cost of Operation and Maintenance services for the schedules 5 and 6 is less than 10% of Design Build (DB) cost, the bid may be rejected.
ITB 39.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: <b>Nepalese Rupees</b></p> <p>The source of the selling exchange rate shall be: <b>Nepal Rastra Bank (Central Bank of Nepal)</b></p> <p>The date for the selling exchange rate shall be: <b>28 days prior to the deadline for bid submission</b></p>
ITB 41.1	Domestic preference <b>shall not</b> apply.
ITB 43.1	Standstill provisions shall apply. The duration of standstill period will be Seven (7) days from the date of notice of intention for award of contract.

### F. Award of Contract

ITB 48.1	<p>The procedures for Bidding-related Complaints are referenced in the "<a href="#">Procurement Regulations for ADB Borrowers</a> (Appendix 7)." The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention:  Title/position: Project Director Employer: Project Implementation Directorate Kathmandu Upatyaka Khanepani Limited Email address: pidmail@kuklpid.org.np Fax number: 977 1 5705057</p>
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**VOLUME I BIDDING DOCUMENT**

**SECTION 3: EVALUATION AND  
QUALIFICATION CRITERIA (EQC)**

# Section 3 - Evaluation and Qualification Criteria

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# 1. Qualification

## 1.1 Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	

### 1.1.1 Nationality

Nationality in accordance with ITB 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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### 1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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### 1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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### 1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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### 1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a UN Security Council resolution in accordance with ITB 4.8.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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## 1.2 Historical Contract Non-Performance

### 1.2.1 History of Non-Performing Contracts

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
Nonperformance of a contract <sup>a</sup> did not occur as a result of contractor default since <b>16 July 2020</b>	must meet requirement	must meet requirement	must meet requirement <sup>b</sup>	not applicable	Form CON - 1

<sup>a</sup> Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>b</sup> This requirement also applies to contracts executed by the Bidder as Joint Venture member.

### 1.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid

### 1.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply, as per the requirements below.

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than <b>fifty (50)</b> percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement.	not applicable	must meet requirement.	not applicable	Form CON - 1

### 1.3 Financial Situation

#### 1.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>five (5)</b> years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for each of the last <b>three</b> years, calculated as the difference between total assets and total liabilities, should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

#### 1.3.2 Average Annual Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All partners combined	Each partner	One partner	
Minimum average annual turnover of <b>USD 80.0 million or equivalent</b> calculated as total certified payments received for contracts in progress or completed, within the <b>last 5 (five)</b> years.	must meet requirement	must meet requirement	must meet <b>25%</b> of the requirement	must meet <b>40%</b> of the requirement	Form FIN - 2

### 1.3.3 Financial Resources

If the Bid evaluation process and the decision for the award of the Contract takes more than 1 year from the date of Bid submission, Bidders may be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts or audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity shall be reassessed on this basis.

Criteria  Requirement	Compliance requirements				Documents
	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
For single Entities; The Bidder must demonstrate that its financial resources defined in Form FIN-3, less its financial obligations for its current contract commitments defined in Form Fin-4, meet or exceed the total requirement for the Subject Contract of <b>USD 6.0 Million</b> .	must meet requirement	not applicable	not applicable	not applicable	Form FIN -3 and FIN- 4
For Joint Ventures: (1) One partner must demonstrate that its financial resources defined in Form FIN-3, less its financial obligation for its own current contracts commitments defined Form FIN-4, meet or exceed its required share of <b>40 %</b> from the total requirement of the Subject Contract.	not applicable	not applicable	not applicable	must meet requirement	Form FIN -3 and FIN- 4
AND (2) Each partner must demonstrate that its financial resources defined in Form FIN-3, less its financial obligation from its own current contract commitments defined in Form FIN-4, meet or exceed its required share of <b>25%</b> From the total requirement for the Subject Contract.	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN - 4
AND (3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN-3, less all the partners' total financial obligations for the current contract commitments defined in Form FIN-4, meet or exceeds the total requirement for the Subject Contract of <b>USD 6.0 Million</b> .	not applicable	must meet requirement	not applicable	not applicable	Form FIN -3 and FIN- 4

**1.4 Bidder’s Experience**

**1.4.1 Contracts of Similar Size and Nature**

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint venture			Submission Requirements
		All partners combined	Each partner	One partner	
Participation in at least <b>two contracts</b> that have been successfully or substantially completed within the last <b>ten (10)</b> years and that are similar to the proposed contract, where the value of the Bidder’s participation exceeds <b>USD 37.6 million or equivalent</b> . The similarity of the Bidder’s participation shall be based on: 1. Contract Type: Design Build (DB) or similar contract 2. Technology: activated sludge process (ASP), or of similar kind of advance process 3. Nature of works: Waste Water Treatment Plant (WWTP) 4. The bidder and in case of joint venture (JV), at least one of the JV partners must have successfully or substantially completed one contract of similar size and nature outside the home country of the Bidder.	must meet requirement	must meet requirement as follows: Either one partner must meet requirement Or any two partners each must demonstrate one successfully or substantially completed contract of similar size and nature	Must have <b>one contract</b> successfully or substantially completed within the last ten (10) years and that are similar to the requirement criteria of Contract type, technology and nature of works where the value of the Bidder’s participation exceeds <b>USD 11.7 million</b> or equivalent	Not Applicable	Form EXP – 1 <sup>a</sup>

<sup>a</sup> In addition to the submission requirement Form EXP – 1, the Bidder shall provide the following supporting documents: Certificate of Completion of the Works (or equivalent) or Performance Certificate, in sufficient detail to verify the contract name, value and completion time (or substantial completion) and nature of works. If the documents are other than in English, a notarized translation of these documents in English shall be provided.

**1.4.2 Experience in Key Activities**

1.4.2(a) Must be complied with by the Bidder. In case of a Joint Venture Bidder, the Bidder or at least one of the partners must meet the requirement in the key activity. For contracts under which the Bidder participated as a Joint Venture partner, only the Bidder’s designated scope of works under the contracts shall be considered to meet this requirement

**Table A**

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint venture	Submission Requirements
For the above or other contracts executed during the period stipulated in 1.4.1, a minimum experience in the following key activities: i) Construction of one Design Build (DB) Contract of WWTP with a minimum capacity of 30 MLD. ii) Successfully Operated WWTP of 30 MLD or higher capacity for the period of not less than three years.	must meet requirement	must meet requirement	Form EXP - 2

1.4.2(b) The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder or by its proposed Specialist Subcontractor. If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

**Table B**

<b>Criteria</b>	<b>Compliance Requirements</b>		<b>Documents</b>
<b>Requirement</b>	<b>Single Entity or its Specialist Subcontractors</b>	<b>Joint venture or its Specialist Subcontractors</b>	<b>Submission Requirements</b>
For the above or other contracts executed during the period stipulated in 1.4.1, a minimum experience in the following key activities:  iii) Design and installation of a SCADA or similar system for WWTP of 30 MLD or higher capacity	must meet requirement	One must meet requirement	Form EXP - 2

### 1.5 Subcontractors

Subcontractors or suppliers for the following major items of Plant, Materials and services must meet the following minimum qualification criteria, herein listed for a Subcontractor for that item. Failure to comply with this requirement will result in rejection of the Subcontractor but not the Bidder.

Item No.	Description of Item	Minimum Criteria to be met	Documents Submission Requirements
1	Electrical, Mechanical and instrumentation equipment (For major items as named in Section 4 of the Bid Document, 1 Principal Manufacturers & Suppliers)	The manufacturer should have ISO 9001 and other certifications generally required in the particular industry for quality, safety and testing. The manufacturer should have at least 5-year experience in manufacturing, supplying, installing and commissioning of the item required in this project.  The manufacturer should be reputed and manufacture superior quality of product.	Form EXP-3
2	Mechanical Installations items	Experiences of mechanical installation in wastewater treatment plant for at least one contract with <b>30 MLD or higher capacity</b> within last five (5) years.	
3	Electrical and Instrumentation items design and Installations	Experiences of electrical and instrumentation design and installation in wastewater treatment plant for at least one contract with <b>30 MLD or higher capacity</b> within last five (5) years.	

**Note: Operation and maintenance shall not be subcontracted.**

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country. Failure to submit the Manufacturer's authorization at the first instance is considered a minor, nonmaterial omission and shall be subject to clarification. However, failure of the Bidder to submit the omitted authorization shall lead to rejection of the Subcontractor or Manufacturer of the item under evaluation in accordance with ITB 31.4.

## **2. Evaluation**

### **2.1 Technical Evaluation**

In addition to the criteria listed in ITB 35.1 (a), other relevant factors are as follows:

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key Contractor's Equipment and Contractor's Personnel for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

However, non-compliance with Contractor's Equipment and Contractor's Personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for Bid rejection and such non-compliance will be subject to clarification during Bid evaluation and rectification prior to Contract award.

### **2.2 Economic Evaluation**

In addition to the criteria listed in ITB 37.2 I (a)–(c) and (e), the other relevant evaluation factors are developed below.

The following evaluation factors shall be taken into account for determining the lowest evaluated Bid. Adjustments in price that result from the procedures outlined below shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.

#### **2.2.1 Quantifiable nonmaterial Deviations, Reservations and Omissions**

The evaluation shall be based on the evaluated cost of fulfilling all of the Contract obligations as laid down under this Bidding Document. Accordingly, the Employer shall proceed with a Bid price adjustment whenever there are quantifiable nonmaterial Deviations, Reservations and Omissions item(s) or component(s) in a Bid, so as to correct the effect of those in order to be able to compare all Bids on an equal basis, i.e. on the basis of the same set of Contract obligations.

The price adjustment shall be:

- based on a reasonable estimate of the cost of removing any nonmaterial Deviation, Reservation and/or Omission for any item or component of the Bid, where such cost shall be added to the Bid amount, with all reasonable supporting means (such as, for the sake of illustration but not necessarily limited to, a market price study for the said item or component) and/or
- where applicable, made by taking into consideration the corresponding quoted prices from other conforming bids. The price adjustment shall be based on the highest price quoted for the same item or component by the other responsive bidders.

#### **2.2.2 Whole life-cycle costs of the facility to be designed, built and operated under the Contract**

NOT APPLICABLE

#### **2.2.3 Contractor's overhead and profit for compensation events**

NOT APPLICABLE

#### **2.2.4 Work, Services, Facilities, etc., to be provided by the Employer**

Existing design documents and constructed facilities as per Employer's Requirement (Section 6) shall be provided.

### 2.2.5 Domestic Preference

NOT APPLICABLE

### 2.2.6 Specific Additional Criteria

The following additional criteria will be used in the evaluation:

#### 2.2.6 (a) Time Schedule

Time to complete the plant and services from the commencement date of the Contract Agreement for determining time for completion **is 20 months for Sallaghari and Kodku WWTP and 24 months for Dhobighat WWTP Design Build and 5 years for Operation and Maintenance.**

#### 2.2.6 (b) Operating and Maintenance Costs

**The price for Operation Service shall not be less than ten (10) percent of the Design Build price offered by the Bidder.**

Adjusted Operation and Maintenance Cost for 5 Years will be considered. Adjusted O & M Cost for 5 Years will be B+C where;

B=Present value of Operation and Maintenance cost for five years quoted by the Bidder in Price Schedule 5. The present value will be worked out considering discounting rate of 7%. The O & M cost quoted by Bidder for first year will be discounted for 2 year and second years cost will be discounted for 3 years and so on for remaining three years.

C=Differential loading due to more power consumption. Net power requirement is electricity required for operation of Plant (Excluding power required for lighting, laboratory etc.). Present value of net power consumption will be worked out for five years operation, considering power rate of NPR 7 per KW, discounting rate of 7%, power cost of first year of operational period will be discounted for 2 years as for O & M cost & so on. The differential present value of five years will be equal to C. The bidder with minimum present value will have C=0. The value of C for other bidders will be difference of present value with respect to bidder having minimum present value.

Amount of electricity consumption and electricity generation shall be as stated by bidder in the Technical Proposal under functional guarantees. The bidder's statement of electricity consumption and electricity generation will be verified by manufacturer's certifications, literature, catalogue, efficiency curves of pumps. Inconsistencies and errors will be rectified.

Following equation shall be used for conversion from future value to present values.

$P = F / (1+i)^n$ , Where  
 P = Present value  
 F = Future values  
 n = Year  
 i = Discount rate (7%)

#### 2.2.6 (c) Functional Guarantee of the Facilities

##### 1) Construction of WWTP at Sallaghari, Kodku and Dhobighat

The minimum and maximum requirements stated in the specification for functional guarantee are:

S No	Parameters	Maximum Functional Guarantee values
A	Effluent Characteristics of all Decentralized Wastewater Treatment Plants Effluent water quality after Disinfection	
1	BOD <sub>5</sub> at 20 Degree C	Less than 30 mg/l
2	Total Suspended Solids	Less than 50 mg/l
3	COD	Less than 250 mg/l
4	Coli forms	Less than 1000 MPN/100 ml
5	Fecal Coliforms	Less than 200 MPN/100 ml
6	Ammonia Nitrogen	Less than 50 mg/l

The minimum requirements stated in the specification for functional guarantee are:

S No	Parameters	Minimum Functional Guarantee values
1	Dissolved oxygen in mixed liquor on equalization tank outlet measured at the upstream of secondary clarifier distribution chamber:	≥ 0.5 mg/l
2	Solid content in the wet cake:	≥ 20%

The maximum requirements stated in the specification for functional guarantee for energy consumption are:

S No	Parameters	Maximum Functional Guarantee values
1	Sallaghari	5822 kWh per day
2	Kodku	7000 kWh per day
3	Dhobighat	1400 kWh per day

The wastewater treatment plant shall meet all functional guarantee requirements as indicated above. Non-compliance of these requirements shall make the bid non-responsive.

### 2.2.6 (d) Participation of the Joint Venture members

In case of Joint Venture, each partner, whose experience is evaluated for bidder's qualification as per EXP-1 shall fully involve and execute the contract with their physical presence. The absence of commitment of the partner as per ELI Table-B, to be fully involved to execute the contract during the entire contract period may lead to rejection of the bid.

## 2.3 Multiple Contracts

Not Applicable

**VOLUME I BIDDING DOCUMENT**

**SECTION 4: BIDDING FORMS (BDF)**

# Section 4 - Bidding Forms

This section contains the forms to be completed by the Bidder and submitted as part of its Bid.

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# Letter of Technical Bid

**Note**

*The Bidder must accomplish the Letter of Technical Bid on its letterhead showing clearly the Bidder's complete name and address.*

Date: .....

ICB No.: .....

Invitation for Bid No.: .....

Name of Contract: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined the Conditions of Contract, Employer's Requirements, Schedules, Contract Data, including Addenda Nos \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 8, for the above-named Contract.
- (b) We have understood and checked these documents and have ascertained that they contain no errors or other defects except as identified in our Bid. We accordingly offer to review the design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and to operate and maintain the facility under license from the Employer for the period and in conformity with the terms and conditions contained in the Contract.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **120** days from the date fixed for the submission deadline, in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
- (d) We are fully aware of the onus given in this Contract to performance compliance, of our obligations accordingly, and of our liability to the Employer in case we breach such obligations. We are in particular fully aware of the implication of the performance damages regime set out under the Particular Conditions of Contract Part B Appendix 2. We understand that, when entering to the Contract, the Employer relies on our representation that we have the necessary skills and experience for complying with those obligations.
- (e) We, including any Subcontractors or suppliers for any part of the Contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2.
- (f) We, including any Subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3.
- (g) We are not participating, as a Bidder, either individually or as partner in a joint venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e).
- (h) Our firm, joint venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or suppliers for any part of the contract, are not subject to, or not

controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.

- (i) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the Employer's country, any international organization, or any other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner/associate/parent company/affiliate/subsidiaries/subcontractors/suppliers):

- (i) Name of Institution: \_\_\_\_\_  
 (ii) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_  
 (iii) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

- (j) Our firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any Subcontractors or suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (i) Nature of the offense/violation: \_\_\_\_\_  
 (ii) Court/Area of jurisdiction: \_\_\_\_\_  
 (iii) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_  
 (iv) Other relevant details:

- (k) We understand that it is our obligation to notify ADB should our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Employer's country, international organizations, or any other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (l) Our firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers, are not from a country which is prohibited to export goods to or receive any payments from the employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (m) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>
- (n) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

<sup>1</sup> Use one of the two options as appropriate.

- (o) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by ADB.
- (p) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer’s Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (q) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the Contract, if awarded, and may result in remedial actions, in accordance with ADB’s Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (as amended from time to time).

Name: *[insert complete name of person signing the Bid]*

In the capacity of *[insert legal capacity of person signing the Bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date *[insert date of signing]* .....

## Letter of Price Bid

<b>Note</b>	<i>The Bidder must accomplish the Letter of Bid on its letterhead showing clearly the Bidder's complete name and address.</i>
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Date: .....

ICB No.: .....

Invitation for Bid No.: .....

Name of Contract: .....

To: .....

We, the undersigned, declare that:

- a. We have examined the Conditions of Contract, Employer's Requirements, Schedules, Contract Data, including Addenda Nos \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 8, for the above-named Contract.
  
- b. We have understood and checked these documents and have ascertained that they contain no errors or other defects except as identified in our Bid. We accordingly offer to review the design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and to operate and maintain the facility under license from the Employer for the period and in conformity with the terms and conditions contained in the Contract for the amount of \_\_\_\_\_ (currency and amount in words) (currency and amount in figures) \_\_\_\_\_ or such other amount as may be determined in accordance with the Contract.

- c. This amount is made up of the following components:

For the Design-Build of the Works, the lump sum amount of \_\_\_\_\_ (currency and amount in words) \_\_\_\_\_ (currency and amount in figures)

For the Operation Service, the amount of \_\_\_\_\_ (Nepalese Rupees (NPR) and amount in figures) \_\_\_\_\_ (NPR and amount in words)

<b>Note</b>	<i>The Bidder must enter amounts, in words and figures and words, for each Foreign Currency, and for the Local Currency, under items (b) and (c) above, based on the Price Schedule No.8: Grand Summary. Absence of the total Bid price in the Letter of Price Bid may result in the rejection of the bid.</i>
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- d. The discounts offered and the methodology for their applications are as follows: *(insert discounts and methodology for their application, if any)*
  
- e. Our Bid shall be valid for a period of **120 days** from the date fixed for the submission deadline including extension if any, in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
  
- f. We are fully aware of the onus given in this Contract to performance compliance, of our obligations accordingly, and of our liability to the Employer in case we breach such obligations. We are in particular fully aware of the implication of the performance damages regime set out

under the Particular Conditions of Contract Part B Appendix 2. We understand that, when entering to the Contract, the Employer relies on our representation that we have the necessary skills and experience for complying with those obligations.

- g. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>1</sup>

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

- h. If our Bid is accepted, we will provide the required Performance Security, and commence and complete the Works, and provide the Operation Service, in accordance with the requirements of the Contract.
- i. We further undertake, together with the Employer, to jointly appoint the Dispute Adjudication Board (DAB) and the Auditing Body in accordance with the requirements of the Contract.
- j. We understand that, until a formal Contract Agreement is prepared and executed, this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us.
- k. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- l. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by ADB.

Name .....

In the capacity of .....

Signature .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> If none has been paid or is to be paid, indicate "None."

# Price Schedules

## PREAMBLE

### General

1. The Price Schedules are divided into separate Schedules as follows:
  - Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad
  - Schedule No. 2: Plant and Mandatory Spare Parts Supplied from within the Employer's Country
  - Schedule No. 3: Design Services
  - Schedule No. 4: Installation and other services during the Design-Build Period
  - Schedule No. 5: Operation and Maintenance Service
  - Schedule No. 6: Other services during the Operation Service Period
  - Schedule No. 7: Asset Replacement Fund and Schedule
  - Schedule No. 8: Grand Summary
2. The Schedules do not generally give a full description of the plant to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document to ascertain the full scope of the requirements included in each item prior to filling in the Rates and Prices. The entered Rates and Prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

### Pricing

4. The units and rates in figures entered into the Price Schedules should be typewritten, or if written by hand must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any alterations necessary due to errors, etc., shall be initialed by the Bidder.

As specified in the Bid Data Sheet and Particular Conditions of Contract, prices shall be subject to adjustment in accordance with the corresponding Schedule of cost indexation, which is to be filled in by the Bidder below and which will be included in the Schedule of Payments.
5. Bid prices shall be quoted in the manner indicated and, in the currencies, specified in the Instructions to Bidders in the Bidding Document.

For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section 6 (Employer's Requirements) or elsewhere in the Bidding Document.
6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

8. **Warning:** the attention of Bidders is brought to the fact that compliance with the performance requirements set out under the Contract is an essential obligation which goes to the root of the Contract. The Employer will rely on the skills and experience of the Contractor in designing, building and operating a facility which is fit-for-purpose and fully meets the requirements set out under the Contract, in particular with due regard to performance of the facility. Bidders will be asked, through the Price Schedules and the Schedule of Performance Guarantees, to guarantee performance values for the facility. By preparing their Bid, the Bidders shall then be fully aware that:
- a. Those guaranteed values will be used for the determination of the Bid Price based on the forms developed in this Section of the Bidding Document, and for the determination of the lowest evaluated substantially responsive Bid as per the evaluation methodology defined in Section 3 of the Bidding Document, and
  - b. those guaranteed values will be used for the determination of payments under the Contract, as per the provisions of Appendix 1 [*Schedule of Payment*] to the Particular Conditions of Contract Part B
  - c. Failure to reach those values, during the Contract implementation, will also make the Contractor liable to pay damages to the Employer in accordance with the provisions of Appendix 2 [*Performance Damages*] to the Particular Conditions of Contract Part B, GCC Sub-Clause 10.7 [*Failure to Reach Production Outputs*] and GCC Sub-Clause 11.11 [*Failure to Pass Tests Prior to Contract Completion*].

#### Price Schedules structure

9. Schedules 1, 2 and 4 include Rates and Price to be paid to the Contractor for the Design-Build Period under the Contract. The total amount of these Schedules will constitute the lump sum amount for the Design-Build of the Works. Schedule 3 Design Services is not applicable since the design has been prepared by the Employer, the Contractor shall review, and may modify and update the provided design as stipulated in PCC and Employer's Requirement. The Contractor may adjust the price in the respective price schedule 1 and/or Schedule 4 for any cost incurred due to review, update and modification of Employer's design. No separate payment shall be made for the design related works under Schedule 3.
10. Schedule 5 and 6 include Rates and Prices to be paid to the Contractor for the Operation Service Period under the Contract. The total amount of this Schedule will constitute the amount for the Operation Service, which is composed of fixed and variable fees, as detailed below. However, the cumulative amount for the schedules 5 and 6 shall not be less than 10% of Design Build (DB) cost.

#### Operation Service Period

11. Schedule 5 is composed of fixed and variable fees, as follows.
12. Schedule 5.1 reflects annual fixed fees which are deemed to cover all required expenses incurred by the Contractor for providing the Operation Service, regardless of and whatever the actual production output of the treatment plant is. Typically, this will cover the following, without necessarily being limited to, Contractor's cost items:
- a. Maintenance and replacement, for all aspects not covered by the Asset Replacement Fund according to the provisions of GCC Sub-Clause 14.18
  - b. Personnel (management, operation, administration, etc.)
  - c. Facilities (offices, warehouses, accommodation, workshops, etc.)
  - d. Equipment and Spare parts

- e. Vehicle required for operational service (including of sludge disposal as per Employer's Requirement)
  - f. Insurances, guarantees, financial services, support services
  - g. Chemicals and Consumables
  - h. Overheads and profit
  - i. Contractor's variable fees
13. Schedule 5.2 is not applicable.
14. Schedule 5.3 reflects prices of electricity. The electricity will be drawn from the Nepal Electricity Authority (NEA). The Employer will pay the electricity charges of operation and maintenance of the wastewater treatment plant during Operational Service period, deemed payable under the Contract.
15. As per the Schedule of Payments, appended to the Particular Conditions of Contract, the Employer bears the risk of the electricity tariff fluctuation but only up to the Guaranteed Maximum Energy Consumption. If the facility designed, built and operated by the Contractor proves to consume more than the Guaranteed Maximum Energy Consumption Rate, the cost of electricity in excess of that Guaranteed Maximum Energy Consumption Rate shall be borne by the Contractor. However, if the Contractor manages to achieve lower consumption rates than guaranteed under the Contract, the annual electricity cost savings this will generate to the Employer will be equally shared in between the Parties.

During the operation of Fecal sludge treatment plant (FSTP), revenue generated during the operation and maintenance period up to 75m<sup>3</sup>/day shall be Employer's asset. The revenue generated from the quantity more than 75m<sup>3</sup>/day shall be shared equally to the Employer and the Contractor.

**Asset Replacement Fund and Schedule**

16. Asset Replacement Fund and Schedule 7 is not applicable

## Schedules of Rates and Prices

### Schedule No. 1: Plant and mandatory spare parts supplied from Abroad

Item	Description <sup>a</sup>	Country of Origin	Qty.	Unit Price <sup>b</sup>		Total Price	
				Foreign currency	CIP	In Figure	In Words
1	2	3	4	5	6= 4 x 5	7	8
<b>(A) Sallaghari WWTP</b>							
<b>i. Mechanical</b>							
1.	Pretreatment Facility						
2.	Equalization Tank and Pumps						
3.	Primary Sedimentation Tank (PST)						
4.	Aeration Tank						
5.	Blower Room						
6.	Secondary Sedimentation Tank (SST)						
7.	Sludge Gallery Unit						
8.	Disinfection Facility and Recycled wastewater Unit						
9.	Gravity Thickener Unit						
10.	Mechanical Thickener Unit						
11.	Digester Facility						
12.	Sludge Dewatering Facility						
13.	Scrubber Tower Unit						
14.	Bio-Gas Holder & Flare Unit						
15.	Boiler Unit						
16.	Deodorization Facility						
17.	Pipes						
18.	Others (if any)						
	<b>Sub Total</b>						
<b>ii. Electrical Items</b>							
1.	11kV HV Switchgear						
2.	Distribution Transformer						
3.	Low Voltage Switchgear						
4.	Low Voltage Motor Control Center (MCC Panel)						
5.	DC Batteries and Battery Charger						
6.	Standby Diesel Generator						
7.	Local Push Button Station						
8.	Lighting Distribution Panelboards						
9.	Cabling System						
10.	Lighting System						
11.	Earthing and Lightning						
12.	Fire Alarm System						
13.	Others (if any)						
	<b>Sub Total</b>						
<b>iii. Instrument &amp; Control System Items</b>							

Item	Description <sup>a</sup>	Country of Origin	Qty.	Unit Price <sup>b</sup>		Total Price	
				Foreign currency	CIP	In Figure	In Words
1	2	3	4	5	6= 4 x 5	7	8
1.	Supervisory Control System						
2.	Instrumentation						
3.	Cable Tray & Fitting (W/Wiring) Work						
4.	Cable Work						
5.	Conduit Pipe						
6.	Others (if any)						
	<b>Sub Total</b>						
<b>iv. Laboratory equipment</b>							
	<b>Sub Total</b>						
<b>v. Other (If Applicable)</b>							
<b>Total of Sallaghari</b>							
<b>(B)</b>	<b>Kodku WWTP</b>						
<b>i.</b>	<b>Mechanical Items</b>						
1.	Pretreatment Facility						
2.	Equalization Tank and Pumps						
3.	Primary Sedimentation Tank (PST)						
4.	Aeration Tank						
5.	Blower Room						
6.	Secondary Sedimentation Tank (SST)						
7.	Sludge Gallery Unit						
8.	Disinfection Facility and Recycled wastewater Unit						
9.	Gravity Thickener Unit						
10.	Mechanical Thickener Unit						
11.	Digester Facility						
12.	Sludge Dewatering Facility						
13.	Scrubber Tower Unit						
14.	Bio-Gas Holder & Flare Unit						
15.	Boiler Unit						
16.	Deodorization Facility						
17.	Pipes						
18.	Fecal Sludge Treatment Plant						
a	Micro screen two sets						
b	2 HP Submersible Pump						
c	Screw Press Dewatering Machine 3 sets						
d	Sand separator 1 set						
e	Screw Conveyor 1 set						
f	Electric Heat Sludge Dryer						
19.	Others (if any)						
	<b>Sub Total</b>						

Item	Description <sup>a</sup>	Country of Origin	Qty.	Unit Price <sup>b</sup>		Total Price	
				Foreign currency	CIP	In Figure	In Words
1	2	3	4	5	6= 4 x 5	7	8
<b>ii.</b>	<b>Electrical Items</b>						
1.	11kV HV Switchgear						
2.	Distribution Transformer						
3.	Low Voltage Switchgear						
4.	Low Voltage Motor Control Center (MCC Panel)						
5.	DC Batteries and Battery Charger						
6.	Standby Diesel Generator						
7.	Local Push Button Station						
8.	Lighting Distribution Panelboards						
9.	Cabling System						
10.	Lighting System						
11.	Earthing and Lightning						
12.	Fire Alarm System						
13.	Supply and installation of Transformer, MDBs and Lighting system all complete for Fecal Sludge Treatment Plant (FSTP)						
14.	Others (if any)						
	<b>Sub Total</b>						
<b>iii.</b>	<b>Instrument &amp; Control System Items</b>						
1.	Supervisory Control System						
2.	Instrumentation						
3.	Cable Tray & Fitting(W/Wiring) Work						
4.	Cable Work						
5.	Conduit Pipe						
6.	Others (if any)						
	<b>Sub Total</b>						
<b>iv.</b>	<b>Laboratory equipment</b>						
	<b>Sub Total</b>						
<b>v.</b>	<b>Other (If Applicable)</b>						
	<b>Total of Kodku</b>						
<b>(C)</b>	<b>Dhobighat WWTP</b>						
<b>i.</b>	<b>Mechanical Items</b>						
1.	Pretreatment Facility						
2.	Equalization Tank and Pumps						
3.	Primary Sedimentation Tank (PST)						

Item	Description <sup>a</sup>	Country of Origin	Qty.	Unit Price <sup>b</sup>		Total Price	
				Foreign currency	CIP	In Figure	In Words
1	2	3	4	5	6= 4 x 5	7	8
4.	Aeration Tank						
5.	Blower Room						
6.	Secondary Sedimentation Tank (SST)						
7.	Sludge Gallery Unit						
8.	Disinfection Facility and Recycled wastewater Unit						
9.	Gravity Thickener Unit						
10.	Mechanical Thickener Unit						
11.	Digester Facility						
12.	Sludge Dewatering Facility						
13.	Scrubber Tower Unit						
14.	Bio-Gas Holder & Flare Unit						
15.	Boiler Unit						
16.	Bio-Gas Generation Facility						
17.	Deodorization Facility						
18.	Pipes						
19.	Fecal Sludge Treatment Plant						
a	Micro screen two sets						
b	2 HP Submersible Pump						
c	Screw Press Dewatering Machine 3 sets						
d	Sand separator 1 set						
e	Screw Conveyor 1 set						
f	Electric Heat Sludge Dryer						
20.	Others (if any)						
	<b>Sub Total</b>						
<b>ii.</b>	<b>Electrical Items</b>						
1.	11kV HV Switchgear						
2.	Distribution Transformer						
3.	Low Voltage Switchgear						
4.	Low Voltage Motor Control Centre (MCC Panel)						
5.	DC Batteries and Battery Charger						
6.	Standby Diesel Generator						
7.	Local Push Button Station						
8.	Lighting Distribution Panelboards						
9.	Cabling System						
10.	Lighting System						
11.	Earthing and Lightning						
12.	Fire Alarm System						

Item	Description <sup>a</sup>	Country of Origin	Qty.	Unit Price <sup>b</sup>		Total Price	
				Foreign currency	CIP	In Figure	In Words
1	2	3	4	5	6= 4 x 5	7	8
13.	Supply and installation of Transformer, MDBs and Lighting system all complete for Fecal Sludge Treatment Plant (FSTP)						
14.	Others (if any)						
	<b>Sub Total</b>						
<b>iii. Instrumentation Items</b>							
1.	Supervisory Control System						
2.	Instrumentation						
3.	Cable Tray & Fitting(W/Wiring) Work						
4.	Cable Work						
5.	Conduit Pipe						
6.	Others (if any)						
	<b>Sub Total</b>						
<b>iv. Laboratory equipment</b>							
	<b>Sub Total</b>						
<b>v. Other (If Applicable)</b>							
	<b>Sub Total</b>						
<b>Total of Dhobighat</b>							
<b>Grand Total of Sallaghari, Kodku and Dhobighat</b>							
<b>Grand Total Column 7 to be carried forward to Schedule 8: Grand Summary</b>							

<sup>a</sup> The plant and equipment shall include the necessary spare parts.

<sup>b</sup> Specify currencies in accordance with ITB 19.1 of the BDS. Create additional columns for up to a maximum of three foreign currencies if so required.

Name of Bidder.....

Signature of Bidder.....

**Country of Origin Declaration Form** (as per ITB 15)

Item	Description	Country

**Schedule No. 2: Plant and mandatory spare parts supplied from within the Employer's country**

Item	Description	Quantity	Unit Price	Total EXW Price	
			EXW Price in NPR <sup>a</sup>	In Figure	In Words
1	2	3	4	5 = 3 x 4	6
<b>TOTAL Column 6 to be carried forward to Schedule No. 8: Grand Summary</b>					

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Column 4 Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials (exclusive of VAT) used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

**Schedule No. 3: Design services**

Not Applicable

**Schedule No. 4: Installation and other services during the Design – Build Period**

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
<b>A</b>	<b>General Works</b>					
<b>I.</b>	Site Office Facility for Employer (Volume II Appendix 6A-5)					
1	Establishment of Site Office at Sallaghari WWTP site and Supply and Furnish Site Office Facilities at three WWTP sites (Sallaghari, Kodku and Dhobighat)	LS	1			
2	Monthly office running cost including rent, monthly bills of electricity, water, internet, telephone, office stationery, maintenance of equipment and logistics as per item, etc. all complete as per specification and instruction of Employer's Representative (For 3 Sites)	Month	24			
<b>II.</b>	EMP and OHS Cost for complaint to Employer's Requirement	LS	1			
<b>III.</b>	Vehicle Facility (Operation and Maintenance) (Volume II Appendix 6A-5)					
1	Operation of four-wheeler vehicle (provided by the Employer under normal working condition) during project period with provision of driver, fuel cost, lubricants, maintenance, applicable taxes all complete as per specification and instruction of Employer's Representative all complete	Vehicle - Month	128			
2	Operation of motor bike (provided by the Employer under normal working condition) with provision of fuel cost, lubricants, maintenance, applicable taxes all complete as per specification and instruction of Employer's Representative all complete	Vehicle - Month	88			
<b>IV.</b>	<b>Provisional Sum for Design Build Period</b>					
1	<b>Third party inspection including participation of Employers representative for witness, for the mechanical &amp; electrical equipment abroad/ incoming power lines for operation services, Repair and Maintenance of Interceptor network, Unanticipated Environmental Mitigation Measures and Social Safeguard, relocation of utilities and other miscellaneous works including the cost associated with employer's share of the Dispute Adjudication Board (DAB)</b>	PS	1	104,500,000.00	104,500,000.00	One Hundred Four Million Five Hundred Thousand Only
2	<b>Cost for Custom tax and duties (excluding VAT) for Schedule No. 1: Plant and mandatory spare parts supplied from abroad</b>	PS	1	242,279,542.92	242,279,542.92	Two Hundred Forty-Two Million Two Hundred Seventy-Nine Thousand Five Hundred Forty-Two and Paise Ninety Two Only
	<b>Total General Works</b>					
<b>B</b>	<b>WWTP Site Works</b>					
<b>I.</b>	<b>Sallaghari WWTP</b>					
1	<b>Wastewater Treatment Facilities</b>					

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
<b>1.1</b>	Inflow, Outflow and Pre-treatment Facility					
<b>a</b>	Influent Pipe Work	set	1			
<b>b</b>	Effluent Pipe Work	set	1			
<b>c</b>	Inlet Chamber, Screen & Grit Chamber	set	1			
<b>1.2</b>	Equalization Tank and Pumping Room					
<b>a</b>	Equalization Tank	set	1			
<b>b</b>	Pumping Room	set	1			
<b>1.3</b>	Primary Treatment Facility					
<b>a</b>	Primary Sedimentation Tank	set	1			
<b>1.4</b>	Secondary Treatment Facility					
<b>a</b>	Aeration Tank	set	1			
<b>b</b>	Secondary Sedimentation Tank	set	1			
<b>1.5</b>	Disinfection Facility	set	1			
<b>1.6</b>	Deodorization (Bio-Filter) Facility	set	1			
<b>1.7</b>	Sludge Treatment Facility					
<b>a</b>	Gravity Thickener	set	1			
<b>b</b>	Sludge Distribution Tank	set	1			
<b>c</b>	Anaerobic Digestors	set	1			
<b>d</b>	Waste Activated Sludge Tank and Mixed Sludge Tank	set	1			
<b>e</b>	Digested Sludge Tank	set	1			
<b>1.8</b>	Others (if any)					
<b>2</b>	<b>Buildings and Rooms</b>					
2.1	Pre-Treatment Building	set	1			
2.2	Administration Building	set	1			
2.3	Sludge Treatment Building	set	1			
2.4	Blower and Electrical Building	set	1			
2.5	Bio gas generation Building/Boiler Building	set	1			
2.6	Storage House	set	1			
2.7	Gate House	set	1			
2.8	Recycled Water Pumped Building	set	1			
2.9	Heat Exchange Building	set	1			
2.10	Others (if any)					
<b>3</b>	<b>Bio Gas generation facility</b>					
3.1	Gas Flare Platform	no.	1			
3.2	Gas Holder	no.	1			
3.3	Scrubbing Tower	no.	1			
3.4	Diesel Sump Tank	no.	1			
3.5	Others (if any)					
<b>4</b>	<b>Others</b>					

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
4.1	Ancillary Works (Refer to Section 6 for Requirement)					
a	Internal Road and Footpath	LS	1			
b	Sanitary Pipeline	LS	1			
c	Potable water Pipeline	LS	1			
d	Surface/ Storm water Drainage	LS	1			
e	Boundary Wall and Gate	LS	1			
f	Supply of Furniture	LS	1			
g	Supply of HVAC and Fire Protection System	LS	1			
h	Landscape (Refer to Section 6 for specification- Pergola, Planter, Seating Wall, Stand, Paving Block, Grass area, Play area, Trees)	LS	1			
4.2	Others (if any)					
	<b>Total of Sallaghari</b>					
<b>II.</b>	<b>Kodku WWTP</b>					
<b>1</b>	<b>Wastewater Treatment Facilities</b>					
1.1	Inflow, Outflow and Pre-treatment Facility					
a	Influent Pipe Work	set	1			
b	Effluent Pipe Work	set	1			
c	Inlet Chamber, Screen & Grit Chamber	set	1			
1.2	Equalization Tank and Pumping Room					
a	Equalization Tank	set	1			
b	Pumping Room	set	1			
1.3	Primary Treatment Facility	set	1			
1.4	Secondary Treatment Facility					
a	Aeration Tank	set	1			
b	Secondary Sedimentation Tank	set	1			
1.5	Disinfection Facility	set	1			
1.6	Deodorization (Bio-Filter) Facility	set	1			
1.7	Sludge Treatment Facility					
a	Gravity Thickener	set	1			
b	Sludge Distribution Tank	set	1			
c	Anaerobic Digester	set	1			
d	Activated Sludge Tank and Mixed Sludge Tank	set	1			
e	Digested Sludge Tank	set	1			
1.8	Others (if any)					
<b>2</b>	<b>Building</b>					
2.1	Pre-Treatment Building	no.	1			
2.2	Administration Building	no.	1			

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
2.3	Sludge Treatment Building	no.	1			
2.4	Blower and Electrical Building	no.	1			
2.5	Bio gas generation Building/Boiler Building	no.	1			
2.6	Storage House	no.	1			
2.7	Gate House	no.	1			
2.8	Electrical Room	no.	1			
2.9	Recycled Water Pump Building	no.	1			
2.10	Heat Exchange Building	no.	1			
2.11	Others (if any)					
<b>3</b>	<b>Bio Gas generation facility</b>					
3.1	Gas Flare Platform	no.	1			
3.1	Gas Holder	no.	1			
3.2	Scrubbing Tower	no.	1			
3.3	Diesel Sump Tank	no.	1			
3.4	Others (if any)					
<b>4</b>	<b>Ancillary Works (Refer to Volume II 6A for Requirement)</b>					
4.1	Ancillary Works					
a.	Internal Road and Footpath	LS	1			
b.	Sanitary Pipeline	LS	1			
c.	Potable water Pipeline	LS	1			
d.	Surface (Storm) Water Drainage	LS	1			
e.	Boundary Wall and Gate	LS	1			
f.	Supply of Furniture	LS	1			
g.	Supply of HVAC and Fire Protection System	LS	1			
4.2	Landscape (Refer to Section 6 for specification- Pergola, Planter, Seating Wall, Stand, Paving Block, Grass area, Play area, Trees)	LS	1			
4.3	Others (if any)					
<b>5</b>	<b>Fecal Sludge Treatment Plant Facilities</b>					
5.1	Micro Screen Filter	no.	1			
5.2	Collection Chamber	no.	1			
5.3	Dewatering Unit House	no.	1			
5.4	Sludge Drying House	no.	1			
5.5	Payment	no.	1			
5.6	Boundary Wall	no.	1			
5.7	Pipes, Fittings and Manholes	no.	1			
5.8	Office Building	no.	1			
5.9	Operator House	no.	1			
5.10	Waiting area with furniture	no.	1			
5.11	Sanitary and Potable Water Supply	no.	1			

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
5.12	Ramp	no.	1			
5.13	Miscellaneous	no.	1			
5.14	Others (if any)					
	<b>Total of Kodku</b>					
<b>III</b>	<b>Dhobighat WWTP</b>					
<b>1</b>	<b>Wastewater Treatment</b>					
<b>1.1</b>	Equalization Tank and Pumping Room					
a)	Equalization Tank	set	1			
b)	Pumping Room	set	1			
<b>1.2</b>	Primary Treatment Facility	set	1			
<b>1.3</b>	Secondary Treatment Facility					
a)	Aeration Tank	set	1			
b)	Secondary Sedimentation Tank	set	1			
<b>1.4</b>	Disinfection Facility	set	1			
<b>1.5</b>	Deodorization (Bio-Filter) Facility	set	1			
<b>1.6</b>	Sludge Treatment Facility					
a.	Gravity Thickener	set	1			
b.	Sludge Distribution Tank	set	1			
c.	Anaerobic Digester	set	1			
d.	Activated Sludge Tank and Mixed Sludge Tank	set	1			
e.	Digested Sludge Tank	set	1			
<b>1.7</b>	Others (if any)					
<b>2</b>	Building					
2.1	KUKL Office Building with Furnishing	no.	1			
2.2	Pre-Treatment Building	no.	1			
2.3	Sludge Treatment Building	no.	1			
2.4	Blower and Electrical Building	no.	1			
2.5	Bio gas generation Building/Boiler Building	no.	1			
2.6	Storage House	no.	1			
2.7	Gate House	no.	1			
2.8	Electrical Room	no.	1			
2.9	Recycled Water Pumped Building	no.	1			
2.10	Heat Exchange Building	no.	1			
2.11	Others (if any)					
<b>3</b>	Bio Gas generation facility					
<b>3.1</b>	Gas Flare Platform	no.	1			
<b>3.2</b>	Gas Holder	no.	1			

Item	Description	Unit	Quantity	Unit Price (NPR)	Total Price (NPR)	
					In Figure	In Words
1	2	3	4	5	6=4*5	7
3.3	Scrubbing Tower	no.	1			
3.4	Diesel Sump Tank	no.	1			
3.5	Others (if any)					
4	Ancillary Works (Refer to Section 6 for Requirement)					
4.1	Ancillary Works					
a.	Internal Road and Footpath	LS	1			
b.	Sanitary Pipeline	LS	1			
c.	Potable water Pipeline	LS	1			
d.	Surface Water Drainage	LS	1			
e.	Boundary Wall and Gate	LS	1			
f.	Supply of Furniture	LS	1			
g.	Supply of HVAC and Fire Protection System	LS	1			
4.2	Landscape (Refer to Section 6 for specification- Pergola, Planter, Seating Wall, Stand, Paving Block, Grass area, Play area, Trees)	LS	1			
4.3	Others (if any)					
5	Fecal Sludge Treatment Plant					
5.1	Micro Screen Filter	no.	1			
5.2	Collection Chamber	no.	1			
5.3	Dewatering Unit House	no.	1			
5.4	Sludge Drying House	no.	1			
5.5	Payment	no.	1			
5.6	Boundary Wall	no.	1			
5.7	Pipes, Fittings and Manholes	no.	1			
5.8	Office Building	no.	1			
5.9	Operator House	no.	1			
5.10	Waiting area with furniture	no.	1			
5.11	Sanitary and Potable Water Supply	no.	1			
5.12	Ramp	no.	1			
5.13	Drain	no.	1			
5.14	Miscellaneous	no.	1			
5.15	Others (if any)					
<b>Total of Dhobighat</b>						
<b>Total of Sallaghari, Kodku and Dhobighat</b>						

TOTAL Columns 6 to be carried forward to Schedule No. 8 Grand Summary

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**Schedule No. 5: Summary of Operation Service**

	Currency	Contractor's Fixed Fee (From Price Schedule 5.1)	Total Operation Service Bid Price	
			In Figure	In Words
<b>Bid price in local currency</b>				
1. Sallaghari	NPR			
2. Kodku WWTP including FSTP				
3. Dhobighat WWTP including FSTP				
4. Operation and Maintenance of Interceptors Sewer Network, (refer Article 2.5 of Employer's Requirement, Section 6A)				
<i>Totals carried forward to the Schedule 8 (Grand Summary)</i>				

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Note: The cost for the Operation and Maintenance Service shall be made in Nepalese currency only.

**Schedule 5.1: Contractor’s Annual Fixed Fee**

Fixed Fee Item	Currency	Bid Price					
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Sallaghari WWTP	NPR	[enter amount]					[calculated value]
Kodku WWTP and FSTP							
Sallaghari WWTP and FSTP							
Operation and Maintenance of Interceptors Sewer Network, (refer Article 2.5 of Employer’s Requirement, Section 6A)							

*Totals carried forward to the Schedule 5 (Operation Service)*

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**Schedule 5.2: Contractor’s Variable Fee (CVF)**

Not Applicable

**Schedule 5.3 Contractor’s Electricity Payment**

During Design Build period including start up, trial run and commissioning, the contractor shall pay the electricity charges at his own cost which will be deemed to be included in the Bid price by the Contractor.

During Operation and maintenance period, the Employer will pay the electricity charges of operation and maintenance of the wastewater treatment plant, deemed payable under the Contract.

During the operation and maintenance period the contractor shall comply the key performance requirements within the power consumption limits proposed by the bidder and accepted by the Employer.

**Schedule No. 6 - Other services during the Operation Service Period**

Item	Description	Unit	Quantity	Unit Price	Total Price	
				NPR	In Figure	In Words
1	2	3	4	5	6=4*5	7
1	Provisional Sum for the Auditing Body <sup>a</sup>	PS	1	7,500,000.00	7,500,000.00	Seven Million Five Hundred Thousand Only
2	Provisional Sum for the Employer's share of the Dispute Adjudication Board <sup>a</sup>	PS	1	2,500,000.00	2,500,000.00	Two Million Five Hundred Thousand Only
3	Provisional Sum for training and Capacity Development for Engineers and Wastewater Treatment Plant Operators	PS	1	15,000,000.00	15,000,000.00	Fifteen Million Only
4	Provisional Sum for Other miscellaneous cost as required by the Employer	PS	1	13,500,000.00	13,500,000.00	Thirteen Million Five Hundred Thousand Only
TOTAL Column 5 to be carried forward to Schedule No. 8: Grand Summary					<b>38,500,000.00</b>	<b>Thirty-Eight Million Five Hundred Thousand Only</b>

*a... As described in PCC Sub-Clause 13.5. Sum filled in by the Employer in the Bidding Document, and to be inserted by the Contractor in this Schedule without any alteration. No Contractor's overhead*

**Schedule No. 7 - Asset Replacement Fund**

**Not Applicable**

**Schedule No. 8 – Grand Summary**

Schedule No.	Title	Total Price <sup>a</sup>	
		Foreign	Local (NPR)
1	Plant and Mandatory Spare Parts Supplied from Abroad <sup>b</sup>		NA
2	Plant and Mandatory Spare Parts Supplied from Within the Employer's Country <sup>b</sup>	NA	
3	Design Services	NA	
4	Civil work, Installation and other services during the Design-Build Period	NA	
<i>Sum of (1) to (4)</i>	<i>Subtotal for the Design-Build of the Works, to be carried forward to the Letter of Bid</i>		
5	Operation and Maintenance for 5 years	NA	
6	Other services during the Operation Service Period	NA	
<i>(5)+(6)</i>	<i>Subtotal for the Operation Service, to be carried forward to the Letter of Bid</i>	NA	
7	Asset Replacement Fund to be carried forward to Letter of Price Bid	NA	
<b>Grand Total to be carried forward to Letter of Bid<sup>c</sup></b>			

Name of Bidder .....

Signature of Bidder .....

<sup>a</sup> Specify currency in accordance with ITB 19.1 of the BDS. Create additional columns for foreign currencies if so required.

<sup>b</sup> Custom duties applied in importation of Plant and mandatory spare parts shall be excluded from Bid evaluation in accordance with ITB 37.2.

<sup>c</sup> Applicable VAT as per prevailing law of land shall be added in the contract amount.

Note: NA denotes not applicable

## Schedule of Cost Indexation

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect rises and falls in the cost of labour, Goods and other inputs to the design and the execution of the Works, and to the Operation Service.

To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this Schedule of Payments, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in Costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable, as laid down below. No adjustment is to be applied to work valued on the basis of Cost or current prices.

The cost indices or reference prices stated in the tables of adjustment data below shall be used.

If their source is in doubt, it shall be determined by the Employer's Representative. For this purpose, reference shall be made to the values of the indices at stated dates for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Employer's Representative shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Employer.

The general formula for Price adjustment is as follows:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o}$$

where:

"P<sub>n</sub>" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d" are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources as labour, materials and equipment respectively;

"L<sub>o</sub>", "L<sub>n</sub>": labor indices applicable to the appropriate industry in the country of origin on the base date and the date for adjustment, respectively; and

“Mo”, “Mn”: material indices in the country of origin on the base date and the date for adjustment, respectively.

“Eo”, “En”: plant and equipment indices in the country of origin on the base date and the date for adjustment, respectively.

### **Price Schedules for Foreign Currency**

#### **For Price Schedule No. 1**

The price adjustment formulae for Price Schedules 1 shall be as follows:

$$P_n = a + d_1 E_n/E_o + d_2 E_n/E_o + d_3 E_n/E_o$$

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Currency in Type / Amount	Range of Weighting	Bidder's Proposed Weighting
a	Nonadjustable	---	---		a: 0.15	a: 0.15
d	Machinery and Equipment of:				d: 0.85	d: 0.85
d1	Mechanical	[Insert source of Index]			d1: 0.45 - 0.65	d1: _____
d2	Electrical	[Insert source of Index]			d2: 0.1 – 0.2	d2: _____
d3	Instrumentation & Laboratory	[Insert source of Index]			d3: 0.1 – 0.2 <i>d=d1+d2+d3</i>	d3: _____

**Note: If various Plant and Equipment under different categories (mechanical, electrical or instrumentation and laboratory) are imported from sources other than indicated in this table, the weightage of the particular Plant and Equipment will be derived and the indices of the respective countries shall be applied.**

**Bidder has to propose weightings for each component and source of Indices.**

### **Price Schedules for Local Currency**

The price adjustment formulae for price schedule 2, 4 and 5 shall be as follows:

#### **For Price Schedule No. 2**

The price adjustment formulae for Price Schedules 2 shall be as follows:

$$P_n = a + d E_n/E_o$$

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Local Currency Amount	Range of Weighting	Bidder's Proposed Weighting
------------	-------------------	-----------------	----------------------	--------------------------------	--------------------	-----------------------------

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Local Currency Amount	Range of Weighting	Bidder's Proposed Weighting
a	Nonadjustable	---	---		a: 0.15	a: 0.15
d	Machinery and Equipment	Nepal Rastra Bank National Wholesale Price Index for Machinery and Equipment	----		d: 0.85	d: 0.85

#### **For Schedule No. 4**

The price adjustment formulae for Price Schedules 4 shall be as follows:

$$P_n = a + b L_n / L_o + c M_n / M_o$$

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Local Currency Amount	Range of Weighting	Bidder's Proposed Weighting
a	Nonadjustable	---	---		a: 0.15	a: 0.15
b	Labor	Nepal Rastra Bank National Wage Rate Index	---		b: 0.30 - 0.50	b:
c	Construction Materials	Nepal Rastra Bank National Wholesale Price Index for Construction Materials	----		c: 0.35 - 0.55	c:
			<b>Total</b>			<b>1.00</b>

***Bidder has to propose weightings for each component and source of Indices***

#### **Price Schedules No. 5**

The price adjustment formulae for Price Schedules 5.1 shall be as follows:

$$P_n = a + b L_n / L_o + d E_n / E_o$$

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Local Currency Amount	Range of Weighting	Bidder's Proposed Weighting
------------	-------------------	-----------------	----------------------	--------------------------------	--------------------	-----------------------------

Index Code	Index Description	Source of Index	Base Value and Date*	Bidder's Local Currency Amount	Range of Weighting	Bidder's Proposed Weighting
a	Nonadjustable	---	---		a: 0.15	a: 0.15
b	Labor	Nepal Rastra Bank National Wage Rate Index	---		b: 0.15-0.30	b:
d	Spare Parts	Nepal Rastra Bank National Wholesale Price Index for Machinery and Equipment	----		d: 0.55-0.70	d:
			<b>Total</b>			<b>1.00</b>

\* Base indices for different categories shall be the indices published by the authorized institutions of the source countries 28 days prior to the bid submission deadline.

The price adjustment for Schedule 5.2 and Schedule 5.3 is not applicable.

#### Conditions Applicable to Price Adjustment

The base dates for different sources of indices shall be as mentioned on the table above.

The date of current price indices for price adjustment shall be 49 days before the date of:

- a) receipt of Plant, Equipment, Machinery and Spare parts at site
- b) completion of Civil work, Installation and other services during the Design-Build Period

The following condition shall apply:

- i) If the currency in which the contract price,  $P_o$  is expressed is different from the currency of country of origin of the indices, a correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and date for adjustment as defined in table of adjustment data. The formula for the correction factor is as follows:

$$P_n = a + b \left( \frac{L_n}{L_o} \right) \times \left( \frac{Z_o}{Z_n} \right) + \dots$$

Where,

$Z_o$  = number of units of currency of the origin of the indices corresponding to one unit of payment currency on the Base date,

$Z_n$  = number of units of currency of the origin of the indices corresponding to one unit of payment currency on the date of adjustment

## **Schedule of overhead and profit**

**Not Applicable**

## Schedule of Performance Guarantees

As per the provisions of GCC Sub-Clause 4.1 [*Contractor's General Obligations*], the Contractor is to review the design, execute and complete Works which shall be fit for the purposes for which the Works are intended as defined in the Contract, and as per GCC Sub-Clause 10.1 [*General Requirements*] the Contractor shall be responsible for ensuring that the Works remain fit for such purposes during the Operation Service Period.

### Inputs-based KPI

No	KPI name	KPI description	KPI minimum value	KPI maximum value	KPI measurement / testing methodology	Contractor's guaranteed KPI value		
<b>Output- based KPIs</b>								
1	Guaranteed Effluent Water Quality	Effluent water quality of disinfection facility	Compliance with the functional guarantees of the plant and equipment defined in the Employer's Requirements		Measurement point and methodology as defined in the Employer's Requirements	<i>The KPI value should be presented in the functional guarantee of the plant and equipment of the technical proposal.</i>		
2	Guaranteed Solid content in the wet cake	Solid content in the wet cake dewatered from mechanical dewatering facility	Compliance with the functional guarantees of the plant and equipment defined in the Employer's Requirements					
<b>Input- Based KPIs</b>								
3	Guaranteed Energy Consumption Rate	Unit rate of KWH per day	KPI maximum value: Sallaghari: 5822 Kodku: 7000 Dhobighat: 14000					
4	Guaranteed Chemicals Consumption Rate	Unit rate of kg per one million liter of treated raw wastewater (ML)	Poly-electrolyte usage for sludge dewatering: less than 0.512 Kg per Million Liter of treated wastewater;  NaOCl or NaCl consumption: less than 4.0 Kg per Million Liter of treated wastewater					

The Bidder hereby guarantees that his Bid ensures compliance with these Key Performance Indicators values. Failure to reach those will impact the Contractor's payment under Appendix 1 [*Schedule of Payments*] to the Particular Conditions of Contract Part B, and will make the Contractor liable to pay damages to the Employer in accordance with the provisions of Appendix 2 [*Performance Damages*] to the Particular Conditions of Contract Part B, GCC Sub-Clause 10.7 [*Failure to Reach Production Outputs*] and GCC Sub-Clause 11.11 [*Failure to Pass Tests Prior to Contract Completion*].

For the purpose of calculating performance damages, the Contractor is fully aware that the life span expectancy of the facility is as follows:

Life span expectancy of the facility to be designed, built and operated by the Contractor under the Contract	<i>Civil Facilities: 60 years and Electromechanical: 15 years</i>
--	---

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**Outputs-based KPI**

**Not Applicable**

## Bid Security

### Bank Guarantee

#### Note

In case of a joint venture, the Bid Security must be in the name of all the partners to the joint venture that submits the Bid

Name of Contract / Contract No. \_\_\_\_\_

Name and address of Beneficiary ("the Employer"): \_\_\_\_\_

We have been informed that \_\_\_\_\_  
*[name of the Contractor]*

(hereinafter called the "Principal") is submitting a Bid for the above-named Contract in response to your invitation, and the instructions to Bidders (hereinafter "the ITB") require that this Bid is supported by a Bid Security.

At the request of the Principal, we \_\_\_\_\_  
*[name of bank]*

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_ (amount in words: \_\_\_\_\_) upon receipt by us of your demand in writing with your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his Bid after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his Bid in accordance with the ITB, or
- (c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1.6 [*Contract Agreement*] of the Conditions of Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 [*Performance Security*] or Sub-Clause 4.2A [*Parent Company Guarantee*] of the Conditions of Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before \_\_\_\_\_ [*the date 35 days after the expiry of the validity of the Letter of Bid*], when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded."

Signed by: \_\_\_\_\_ [*name*]

Signature and seal:

Date: \_\_\_\_\_

**Bid-Securing Declaration**

**NOT APPLICABLE**

# Technical Proposal

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Personnel**

**Equipment**

**Proposed Subcontractors for Major Items of Plant and Services**

**Time Schedule**

## Site Organization

Indicate Site organization of the following functional units in this (Preferably in 15 pages excluding Form PER-1 and 2 for Required Personal described in Section 6 Chapter 3.5 Personal and Equipment)

Field	Disciplines (As required)
Supervisory Staff	<ul style="list-style-type: none"> <li>• Contractor's Representative</li> <li>• QA/QC Supervisor</li> <li>• Planning Engineer</li> </ul>
Engineering, Procurement and Construction Planning	<ul style="list-style-type: none"> <li>• Engineering Manager</li> <li>• Process Engineer</li> <li>• Procurement Manager</li> <li>• Planning Manager</li> </ul>
Construction	<ul style="list-style-type: none"> <li>• Site Manager</li> <li>• Construction Managers for each of main disciplines: Civil, Architectural, Mechanical, Electrical, Instrumentation &amp; Control</li> </ul>
Testing and Commissioning	<ul style="list-style-type: none"> <li>• Chief Commissioning Engineer</li> <li>• Test/Commissioning Engineer for each of main disciplines: Mechanical, Electrical, Instrumentation &amp; Control</li> </ul>
Operation and Maintenance	<ul style="list-style-type: none"> <li>• O &amp; M Project Manager</li> <li>• Operation Engineer(s)</li> <li>• Maintenance Engineer(s)</li> </ul>

## Method Statement

Describe Method statement for following units

### Method Statement Form

(Preferably 60 pages, 30 pages in size of A4 for report and 30 pages in size of A3 for drawings)

Field	Disciplines (As required)
Proposed Process and Associated Design Works	<ul style="list-style-type: none"> <li>• Piping and instruments diagrams (P&amp;ID's)</li> <li>• Flow and mass balance diagrams</li> <li>• Utility power consumptions for the main process and power generation with bio-gas generation</li> <li>• Operating and control and Shut Down philosophies for continuous operation during rehabilitation of existing systems</li> <li>• List of laboratory equipment and analysis items</li> <li>• Electrical Specifications</li> <li>• Single Line Diagram</li> <li>• Instrumentation and control Specifications</li> <li>• System Configuration (Refer to Appendix G)</li> <li>• Central Operating System List &amp; Instrument List</li> </ul>
Detailed Methodology Statements	<ul style="list-style-type: none"> <li>• Mobilization</li> <li>• Engineering, Procurement and Construction planning</li> <li>• Construction</li> <li>• Plant Reliability Testing</li> <li>• Operation &amp; Maintenance</li> </ul>

## Mobilization Construction Schedule

The following elements should be covered in the Indicative Construction Schedule:

### Construction Schedule Form

Provide detailed description with time line chart which confirms all following elements. The bidder should provide soft copy of all schedules in MS project format. CD-ROM containing the softcopy shall be inserted and submitted in Technical proposal Envelop.

Mobilization Schedule	
Design Review and Procurement Schedule	
Construction Schedule	
Testing and Commissioning Schedule	

Bidder should consider the climate, holiday and festival of Employer's country when they prepare the mobilization and construction schedule. According to Section 6 Employer's requirement, completion of design-build shall be as mentioned in PCC (Section 8) which includes all holidays and festival season from commencement date.

**Proposed Subcontractors/Manufacturers for Major Items of Plant and Services**

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

<b>Major Items of Plant and Services</b>	<b>Proposed Subcontractors/Manufacturers</b>	<b>Nationality</b>

## Contractor's Personnel

### Form PER – 1: Proposed Personnel

Bidders should provide the details of proposed personnel and their experience record in the relevant information Forms below for each of the candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

\*As listed in Section 6 Employer's Requirement Chapter 4.5 Personal and Equipment

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

## Contractor's Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 6 (Employers Requirement), using the form below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Contractor's Equipment</b>	
<b>Contractor's Equipment Information</b>	<b>Name of manufacturer</b>
	<b>Capacity</b>
	<b>Model and power rating</b>
	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>
	<b>Details of current commitments</b>
<b>Source</b>	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>
	<b>Address of owner</b>
	<b>Telephone</b>
	<b>Contact name and title</b>
	<b>Fax</b>
	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>

**Affiliate Company Guarantee**

**Not Applicable**

## Manufacturer's Authorization

**[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]**

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

To: *[insert complete name of Employer]*

### WHEREAS

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers or agent authorized by the manufacturer of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Functional Guarantees of the Plant and Equipment

The Bidder will refer employer's requirement section 6, Schedule of Performance Guarantees of Section 4 and Performance Damages of Appendix 2 of Section 8 and provide the corresponding value of functional guarantee of the proposed plant and equipment in right column for each parameter.

### 1 Performance of Facilities

S No	Parameters	Functional Guarantee Values offered by the Bidder
<b>A</b>	<b>Effluent Characteristics of all Wastewater Treatment Plants</b>	
1	BOD <sub>5</sub> at 20 Degree C	
2	Total Suspended Solids	
3	COD	
4	Coli forms	
5	Fecal Coliforms	
6	Ammonia Nitrogen	

**The bidder must complete this form.**

### Consumption, Energy Generation and Net Energy Requirement Guarantee

Refer to Section 3 Evaluation and Qualification Criteria 2.2.6 (b) Operating and Maintenance Costs for definition of the terms. The Energy Consumption, generation and net-Energy requirement should be indicated as unit rate of KWH per one million liter of treated raw wastewater (ML).

S No	Parameters	Values offered by the Bidder		
		Sallaghari WWTP	Kodku WWTP	Dhobighat WWTP
1	Energy Consumption (KWh/day)			
2	Energy Generation (KWh/day) Energy Generation should be larger than 5.5 KWh/MLD	Not Applicable	Not Applicable	
3	Net Energy Requirement (KWh/day)			
4	Net Energy Requirement during Design Flow (KWh)			

**The bidder must complete this form.**

## 2 Chemical Consumption Guarantee

The bidder should provide usage rate and amount of each chemical required according to their design. If any additional chemical is required other than bleaching powder, polyelectrolyte, NaOCl or NaCl, Bidder should provide the detailed information of such chemical and describe the purpose in Technical Proposal. Lubricant or any other required material for maintenance of equipment and facilities should not be listed in this table.

S No	Parameters		Values offered by the Bidder		
			Sallaghari WWTP	Kodku WWTP	Dhobighat WWTP
1	Bleaching Powder	Unit Rate (Kg)			
		Daily Amount (KG/day)			
2	Polyelectrolyte	Unit Rate (Kg/ML)			
		Daily Amount (KG/day)			
3	NaOCl or NaCl	Unit Rate (Kg/ML)			
		Daily Amount (KG/day)			
4	Other chemical if required	Unit Rate (Kg/ML)			
		Daily Amount (KG/day)			

The bidder must complete this form.

## 3 Additional Functional Guarantee during commissioning Period

During the commissioning, following parameters should be satisfied for issue of Commissioning certificate.

S No	Parameters	Functional Guarantee value offered by the Bidder
1	Solids content for underflow of Mechanical Sludge Thickener	
2	Dissolved oxygen in mixed liquor on exiting the aeration tank measured at the upstream of secondary clarifier distribution chamber:	
3	Solid content in the wet cake:	

The bidder must complete this form.

## Mechanical, Electrical and Instrumentation Items

Provide the following information schedules for mechanical, electrical and instrumentation items in accordance with schedule forms with catalogues.

### 1 Principal Manufacturers and Suppliers

The Bidder shall list below, and include in the Bid, the manufacturers and suppliers for the items of equipment or plant listed.

Item	Name of Proposed Manufacturer or Subcontractor
Pumps	
Screens	
Sludge collectors	
Penstocks (Gates)	
Air Blowers	
Diffusers	
Chlorination Systems using bleaching powder	
Anaerobic digesters	
Manufacturer	
Mechanical thickeners and dewatering facilities	
Chemical dosing systems	
Bio-gas generators	
Cranes & Hoists	
Pipes	
Valves	
Switchgear	
Transformer	
Motor Control Center	
DC Batteries and Battery Charger	
Standby Diesel Generator	
Cables	
Central Operating Computers & Surge Protector Devices	
Printer & Peripheral Devices	
Software (HMI Software)	
Data way equipment	
RCS(Remote Control Station)	
Flow Meters	
Analyzers (DO, pH, ORP, MLSS Meters etc) & Temperature Transmitters	
Ultrasonic Level Meters	
Density meters	
Miscellaneous Equipment	

The details required in the following schedules shall give a factual indication of the Bidder's proposals. Descriptive literature shall be attached and shall give full specifications of the equipment offered. Bidders shall propose not more than three manufacturers or suppliers for each item

## 2 - Pumps Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of pumps of comparable size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Port of Shipment
- 1.2 The following documents shall be forwarded along with the Bid:
  - a Manufacturers' specifications for the products
  - b Certificates of compliance to ISO 9001
  - c Documentary evidence with regard to manufacturing and supplying of pumps and motors to at least three pump stations completed outside of home country during the last five years.

<b>Raw wastewater pump, All sludge pump, Recycled wastewater pump, Supernatant Pump, etc.</b>	
Type of pump	
Number of pump	
Manufacturer	
Total head of pump(m) and Capacity(LPS)	
Motor manufacturer	
Type of motor	
Rated output of motor (kW)	
Voltage rating of motor	

*Characteristic curves showing head, power, efficiency and NPSH plotted against flow must be submitted with the Bid*

### 3 – Screens Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete screens, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of screens supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Coarse screen, Fine screen, Grit remover, Scum screen, etc.	
Type of screen	
Number of screen	
Manufacturer	
Screen opening	
Capacity of the system	
Type of motor and drive	
Rated output of motor	
Voltage rating of motor	

## 4 – Sludge collectors Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete sludge collectors, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of sludge collectors supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

<b>Primary sludge collector, Secondary sludge collector, Gravity thickener sludge collector, etc.</b>	
Type of sludge collector	
Number of sludge collector	
Manufacturer	
Capacity of the system	
Type of motor and drive	
Rated output of motor (kW)	
Voltage rating of motor	

## 5 – Penstocks (Gates) Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of gates, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001 series
  - c List of gates supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply

Inlet gate, Outlet gate including other necessary gate for regulation and isolation	
Type of gate	
Number of gate	
Size of gate	
MOC of gate	
Manufacturer	
Type of operation (auto or manual)	

## 6 – Air Blowers Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of air blowers and deodorization fans, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Port of Shipment
- 1.2 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of air blowers and deodorization fans supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Air Blower, Deodorization Fan	
Type of blower and fan	
Number of blower and fan	
Manufacturer	
Output rating (m <sup>3</sup> /min) and head	
Manufacturer of motor	
Type of motor	
Rated output of motor (kW)	
Voltage rating of motor	

## 7 – Diffusers Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of diffusers, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

1.1 Port of Shipment

1.2 The following documents shall be forwarded along with the Bid:

- a Manufacturers specifications for the products
- b Certificates of compliance to ISO 9001
- c List of diffusers supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Diffuser	
Type of diffuser	
Number of diffuser	
Manufacturer	
Size of each element (length, diameter)	
MOC of element	
Air handling capacity per element (Ncum/hr)	

## 8 – Chlorination Systems Manufacturer using bleaching powder

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete chlorination systems using bleaching powder, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of hypo-chlorination systems equipment supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Chlorination system using bleaching powder	
Type of chlorination system	
Manufacturer	
Handling capacity of the system	

## 9 – Anaerobic digesters Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete anaerobic digesters, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of anaerobic digesters supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Anaerobic digester	
Number of digester	
Type of digester	
Manufacturer	
Diameter of each digester	
Liquid depth of each digester	
Gas pipe size to gas holder	
Guaranteed minimum gas generated per day at rated capacity	
Type of mixing	
Number of mixers per digester	
kW per mixer	
Other necessary components	

### 10 – Mechanical thickeners and dewatering facilities Manufacturer

*The manufacturer should have at least 5 years’ experience in manufacturing, supplying, installing and commissioning of complete mechanical thickeners and dewatering facilities, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of mechanical thickeners and dewatering facilities supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Mechanical thickener and dewatering facility	
Type of mechanical thickener and dewatering facility	
Number of mechanical thickener and dewatering facility	
Capacity	
Manufacturer	
Solid capture guarantee per unit	
Guaranteed maximum moisture content per unit	
Working hours per day	
Motor kW and rpm	
Vibration and noise level	

## 11 – Chemical dosing systems Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete chemical dosing systems, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of chemical dosing systems supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Chemical dosing system	
Type of chemical dosing system	
Manufacturer	
Handling capacity of the system	

## 12 – Bio-gas generators Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of complete bio-gas generators, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of bio-gas generators supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Bio-gas generator	
Type of gas engine	
Gas engine KVA	
Manufacturer	
Efficiency	
Alternator KVA	
Manufacturer	
RPM	
Capacity of bio-gas storage	
Material of construction	
Gas scrubbing system details	
Manufacturer	

### 13 - Cranes & Hoists Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of cranes & hoists of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of cranes & hoists supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Cranes & Hoists	
Type	
Lifting capacity	
Manufacturer	
Location	

### 14 – Pipes Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of pipes, of comparable size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to at least ISO 9001 series
  - c List of pipes & fittings supplied to overseas locations during the last 5 years including name of end user, contract name, size of pipes, value and date of supply.

## 15 - Valves Manufacturer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of valves, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

1.1 Port of Shipment

1.2 The following documents shall be forwarded along with the Bid:

- a Manufacturers specifications for the products
- b Certificates of compliance to ISO 9001
- c List of valves supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Valves	
<b>Gate Valves</b>	
Manufacture	
Place of Manufacture	
Diameter(m) and Motor kW	
<b>Butterfly Valves</b>	
<b>Eccentric Plug Valves</b>	
<b>Check (Non-return) Valves</b>	
<b>Other valves used</b>	

## 16 - Switchgear Manufacturer

The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of switchgear, of comparable type and size to those required in this project, to overseas locations.

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturer specification for the products
  - b Certificates of compliance to ISO 9001
  - c List of switchgear supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

11k V HV Switchgear	
Nominal System Voltage, Phases & frequency	
Load break switch rating	
Vacuum Circuit breaker rating	
Protection relays	
Short time current rating	
LV Switchgear	
Rated voltage & frequency	
Main Air Circuit Breaker rating	
Protection relays	
Short time current rating	

## 17 – Transformer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Transformers of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001 series
  - c List of Transformers supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Transformers	
Transformer Type	
Primary / Secondary voltage	
Power rating (kVA)	
System earthing	
Winding material	
Insulation class	
Impedance and Loses	
Method of cooling	
Temperature Rise	

### 18 - Motor Control Center

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of motor control center, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001 series
- c List of motor control center supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 19 – DC Batteries and Battery Charger

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of DC Batteries and Battery Charger of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001 series
  - c List of Transformers supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

<b>DC Batteries and Battery Charger</b>	
Input Phase / Wire / Voltage / Frequency	
Output Rated Voltage	
Charger Rating	
Battery Type	
AH Rating	
Nominal Cell Voltage	
No. of Cells / Battery	
Backup duration	

## 20 – Standby Diesel Generator

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Standby Diesel Generator, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001 series
  - c List of generators supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

Generator Set	
Rated Output Capacity (kW/kVA)	
Voltage & Frequency	
Rated Current	
Power Factor	
Cooling Method	
Insulation Class	
Circuit Breaker Type and Capacity	
Noise Level	
Manufacturer for Engine and Alternator	
Engine speed	
Installation : Indoor/Outdoor	
Fuel tank capacity : For Day & Storage	

## 21 - Cables

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of cables, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of cables supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 22 – Central Operating Computers

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Central operating computers & surge protector devices, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Central Operating Computers & Surge protector devices supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 23 – Printer

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Printer & Peripheral Devices, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Printer & Peripheral Devices supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 24 – Software (HMI Software)

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Software (HMI Software), of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Software (HMI Software) supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 25 – Data way equipment

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Data way equipment, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Data way equipments supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 26 – RCS (Remote Control Station)

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of LCS (Local Control Station), of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of RCS(Remote Control Station) to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 27 - Flow Meters

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of flow meters, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of flow meters supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 28 – Analyzers (DO, pH, ORP, MLSS Meters etc) & Temperature Transmitters

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Analyzers (DO, pH, ORP, MLSS Meters etc) & Temperature Transmitters, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Analyzers (DO, pH, ORP, MLSS Meters etc) & Temperature Transmitters supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

## 29 – Ultrasonic Level Meters

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Ultrasonic level meters, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Ultrasonic Level meters supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

### 30 – Density Meters

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Density meters, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Density meters supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

### 31 – Surge Protector Devices

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Central operating computers & surge protector devices, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Central Operating Computers & Surge protector devices supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

### 32 – UPS (Uninterrupted Power Supply) with Rectifier/Charger

*The manufacturer should have at least 5 years' experience in manufacturing, supplying, installing and commissioning of Central operating computers & surge protector devices, of comparable type and size to those required in this project, to overseas locations.*

Name of firm	
Head office address	
Telephone	Contact
Fax	E-mail
Place of incorporation/registration	Year of incorporation/registration

Enter below the name of products and details of ISO 9000 accreditation.

Product	ISO No.	Date of First Certification	Expiry Date
Accredited Local Agent			

- 1.1 Country of Manufacture
- 1.2 Port of Shipment
- 1.3 The following documents shall be forwarded along with the Bid:
  - a Manufacturers specifications for the products
  - b Certificates of compliance to ISO 9001
  - c List of Central Operating Computers & Surge protector devices supplied to overseas locations during the last 5 years including name of end user, contract name, size of equipment, value and date of supply.

### **33 – Miscellaneous Equipment**

#### **Instrument Panels for RCS**

Manufacturer

Place of Manufacturer

### Schedule of Deviation

Bidder shall furnish deviation if any in this schedule only. In the absence of any deviation in this schedule, bidder is deemed to have complied with bid requirement.

**Note:** It will be considered that bidder intend to deviate only in issues stated below. Rest all provisions of bid document are acceptable and bid will be based on that and bid document shall be followed by bidder in respect to all other provisions.

Reference clause, section of bid document	Provision in bid document	Proposed by bidder	Detailed Justification for the proposed deviation

## **Bidder's Qualification**

To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding forms

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of joint venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or joint venture named above, in accordance with ITB 22.2 and 22.3</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form joint venture or joint venture agreement, in accordance with ITB 11.2(g)</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

## Form ELI - 2: Joint venture Information Sheet

### Table A

Each member of the joint venture must fill out this form separately. Subcontractor must fill out this form.

Joint venture/Subcontractor Information	
<b>Bidder's legal name</b>	
<b>Joint venture partner's or Subcontractor's legal name</b>	
<b>Joint venture partner's or Subcontractor's country of constitution</b>	
<b>Joint venture partner's or Subcontractor's year of constitution</b>	
<b>Joint venture partner's or Subcontractor's legal address in country of constitution</b>	
<b>Joint venture partner's or Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<input type="checkbox"/> Attached are copies of the following documents: <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</li> <li><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</li> <li><input type="checkbox"/> 4. In case of Joint Venture, each partner, whose experience is evaluated for bidder's qualification as per EXP-1 shall fully involve and execute the contract with their physical presence. The absence of commitment of the partner to be fully involved to execute the contract during the entire contract period may lead to rejection of the bid.</li> </ul>	

Subcontractors are those listed in Technical Proposal – Proposed Subcontractors and/or Manufacturers for Major Items of Plant and Services.

## Form ELI - 2: Joint venture Information Sheet

### Table B

#### Letter of Commitment

Each member of the joint venture must fill out this form separately.

Name of the Bidder:.....

Name of the Joint Venture Partner:.....

#### Details of participation in Contract Work

SN	Description of Works <sup>a</sup>	Percentage of Participation for Particular Works <sup>b</sup>
1	<i>Procurement and supply of equipment and mandatory spare parts</i>	[.....%.....]
2	<i>Construction of civil works</i>	
3	<i>Installation work,</i>	
4	<i>Commissioning works</i>	
5	<i>Operational services</i>	
6	.....	

<sup>a</sup> example works such as procurement and supply of equipment and mandatory spare parts, construction of civil works, installation work, commissioning works, operational services etc.

<sup>b</sup> indicate the percentage of participation

- We, (...insert name of JV partner...) commit that we will perform our obligation as listed in the above table till the completion of the particular work committed.

Name of JV Partner: .....

Signature & Seal: .....

- We, (...insert name of Bidder...) hereby agree and accept any action including rejection of the bid, and termination of the Contract by the Employer, in case we failed to submit and perform as per this letter of Commitment.

Name of Bidder: .....

Authorized Signature & Seal: .....

Date: .....

### Form CON-1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 1.2.1 and 1.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of joint ventures, each joint venture partner must fill out this form separately, and provide the joint venture partner name:

Joint venture partner: \_\_\_\_\_

**Table 1: History of Nonperformance Contracts**

Choose one of the following:			
<input type="checkbox"/> No pending litigation and arbitration.			
<input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each joint venture member if Bidder is a joint venture).			
Year	Description	Amount of Non performed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

**Form CON- 2: Pending Litigation and Arbitration**

Each Bidder must fill out this form in accordance with Criteria 1.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each joint venture partner must fill out this form separately, and provide the joint venture partner name below:

Joint venture partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each joint venture member if Bidder is a joint venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in USD Equivalent	Value of Pending Claim as a Percentage of Net Worth
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter of Dispute: <i>[indicate full description of dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status: <i>[indicate status of dispute]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>
<b>Total</b>			

### Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of joint ventures, each joint venture partner must fill out this form separately, and provide the joint venture partner name:

Joint venture partner: \_\_\_\_\_

Financial Data for Previous 5 Years [USD Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

#### Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA-TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA - CL					

<b>Most Recent Working Capital</b>		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures, to the corresponding joint venture partner's FIN-3
------------------------------------	--	--

#### Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

### Form FIN - 2: Average Annual Turnover

Each Bidder must fill out this form.

The information supplied should be the annual turnover of the Bidder or each member of a joint venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars (USD) at the rate of exchange at the end of the period reported.

In case of joint ventures, each joint venture partner must fill out this form separately, and provide the joint venture partner name below:

Joint venture partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last 5 Years</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>USD Equivalent</b>
<b>Average Annual Turnover</b>			

### Form FIN - 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject Contract.

In case of joint ventures, each joint venture partner must fill out this form separately and provide the joint venture partner name below:

Joint venture partner: \_\_\_\_\_

<b>Financial Resources</b>		
No.	Source of financing	Amount (USD equivalent)
1	Working Capital (to be taken from FIN-1)	
2	Credit Line <sup>a</sup>	
3	Other Financial Resources <sup>b</sup>	
<b>Total Available Financial Resources</b>		

<sup>a</sup> To be substantiated by a letter from the bank issuing the line of credit.

<sup>b</sup> Bidder to substantiate this amount by relevant evidences

### Form FIN - 4: Financial Requirements for Current Contract Commitments

Bidders (or each joint venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full substantial/practical completion or taking-over certificate (for build only or design-build contracts), or contract completion certificate (for design-build-operate contracts) has yet to be issued.

In case of joint ventures, each joint venture partner must fill out this form separately and provide the joint venture partner name below:

Joint venture partner: \_\_\_\_\_

Current Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date <sup>a</sup>	Outstanding Contract Value (X) <sup>b</sup>	Remaining Contract Period in months (Y) <sup>c</sup>	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
<b>Total Monthly Financial Requirement for Current Contract Commitments</b>						<b>USD. ....</b>

<sup>a</sup> Contract completion date means here:

- the expected date of the substantial/practical completion or taking-over of the works (as the case may be) for a build only or a design-build contract, or
- the expected contract completion date for a design-build-operate contract

<sup>b</sup> Remaining outstanding contract values, being the remaining portion of the contract price yet to be paid to the Bidder or joint venture partner, as the case may be, to be calculated at the Base Date (\$ equivalent based on the foreign exchange rate as of the same date).

<sup>c</sup> Remaining contract period, until either of the dates as stated under item a above, to be calculated from the Base Date

**Form FIN - 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources**  
**(Criterion 1.3.3 of Section 3)**

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract” must be satisfied to qualify.

**Form FIN-5A: For Single Entities**

For Single Entities (A)	Total Available Financial Resources from FIN-3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (C)	Available Financial Resources Net of CCC D= (B-C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)	_____	_____	_____	USD 6.0 Million	

**Form FIN-5B: For Joint Ventures**

For Joint Ventures:	Total Available Financial Resources from FIN-3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (C)	Available Financial Resources Net of CCC D= (B-C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)	_____	_____	_____	40%	
Each (Other) Partner:					
_____ (Name of Partner 1)	_____	_____	_____	25%	
_____ (Name of Partner 2)	_____	_____	_____	25%	
_____ (Name of Partner 3)	_____	_____	_____	25%	
<b>All partners combined</b>	ΣD = Sum of available financial resources net of current contract commitments for all partners		Σ D =	USD 6.0 Million	_____

- a The employer should insert here the total requirement for the Subject Contract (for both, single entity and all partners combined) as defined in Criterion 1.3.3 of Section 3.
- b The employer should insert here the required share for one partner as defined in Criterion 1.3.3 of Section 3.
- c The employer should insert here the required share for each partner as defined in Criterion 1.3.3 of Section 3.

### Form EXP - 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of borrower's national bank on the date of the contract.

Contract of Similar Size and Nature		
Contract No ..... of .....		Contract Identification
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	USD	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Participation in at least <b>two contracts</b> that have been successfully or substantially completed within the last <b>ten (10)</b> years and that are similar to the proposed contract, where the value of the Bidder's participation exceeds <b>USD 37.6 million or equivalent</b> . The similarity of the Bidder's participation shall be based on:		
1. Contract Type: Design Build (DB) or similar contract 2. Technology: activated sludge process (ASP), or of similar kind of advance process 3. Nature of works: Waste Water Treatment Plant (WWTP) 4. The bidder and in case of joint venture (JV), at least one of the JV partners must have successfully or substantially completed one contract of similar size and nature outside the home country of the Bidder.		

## Form EXP - 2: Experience in Key Activities

Fill out one (1) form per contract. Each Bidder must fill out this form.

If complied by Specialist Subcontractor, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name below:

Specialist Subcontractor: \_\_\_\_\_

Contract with Similar Key Activities		
Contract No ..... of .....	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	USD	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the key activities in accordance with Criterion 1.4.2 of Section 3		
For the above or other contracts executed during the period stipulated in 1.4.1, a minimum experience in the following key activities: <ol style="list-style-type: none"> <li>i) Construction of one DB Contract of WWTP with a minimum capacity of 30 MLD.</li> <li>ii) Successfully Operated WWTP of 30 MLD or higher capacity for the period of not less than three years.</li> <li>iii) Design and installation of a SCADA or similar system for WWTP of <b>30 MLD or higher capacity</b></li> </ol>		

### Form EXP - 3: Subcontractors

Fill out one (1) form per contract.

Contract for the Major Items		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	USD	
If partner in a joint venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the major items in accordance with Criterion 1.5 of Section 3		
Electrical, Mechanical and instrumentation equipment (For major items as named in Section 4 of the Bid Document, 1 Principal Manufacturers & Suppliers)	The manufacturer should have ISO 9001 and other certifications generally required in the particular industry for quality, safety and testing. The manufacturer should have more than 5-year experience in manufacturing, supplying, installing and commissioning of the item required in this project, to overseas locations.  The manufacturer should be reputed and manufacture superior quality of product.	
Mechanical items Installations	Experiences of mechanical installation in wastewater treatment plant for at least one contract with <b>30 MLD or higher capacity</b> within last five (5) years.	
Electrical and Instrumentation items design and Installations	Experiences of electrical and instrumentation design and installation in wastewater treatment plant for at least one contract with <b>30 MLD or higher capacity</b> within last five (5) years.	

**VOLUME I BIDDING DOCUMENT**

**SECTION 5: ELIGIBLE COUNTRIES (ELC)**

## **Section 5 - Eligible Countries**

**No Nationality Restrictions apply, other than any restrictions arising from ITB 4.7.**